

**FILED**

SEP 18 1995

HOWARD HANSON  
MARIN COUNTY CLERK  
by J. Steele, Deputy

1 Gerald Armstrong  
2 715 Sir Francis Drake Boulevard  
3 San Anselmo, CA 94960  
4 (415)456-8450  
5 In Propria Persona

6 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
7 FOR THE COUNTY OF MARIN

**RECEIVED**  
**SEP 18 1995**

7 CHURCH OF SCIENTOLOGY INTERNATIONAL,) No. 157 680  
8 a California not-for-profit )  
9 religious corporation, )  
10 )  
11 Plaintiff, )  
12 vs. )  
13 GERALD ARMSTRONG; MICHAEL WALTON; )  
14 THE GERALD ARMSTRONG CORPORATION )  
15 a California for-profit )  
16 corporation; DOES 1 through 100, )  
17 inclusive, )  
18 )  
19 Defendants. )

**HUB LAW OFFICES**

**ARMSTRONG'S SEPARATE  
STATEMENT OF DISPUTED AND  
UNDISPUTED FACTS IN  
OPPOSITION TO MOTION FOR  
SUMMARY ADJUDICATION OF  
THE 13TH, 16TH, 17TH AND  
19TH CAUSES OF ACTION OF  
SECOND AMENDED COMPLAINT**

Date: 9/29/95  
Time: 9:00 a.m.  
Dept: One  
Trial Date: Not Set

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17 RESPONDING PARTY GERALD ARMSTRONG'S STATEMENT OF DISPUTED AND  
18 UNDISPUTED FACTS

19 Defendant Gerald Armstrong ("Armstrong") submits this  
20 separate statement in opposition to Plaintiff Church of  
21 Scientology International's ("Scientology") separate statement of  
22 undisputed facts with reference to supporting evidence pursuant to  
23 CCP Section 437c (b).

24  
25 ISSUE NUMBER I:

26 Scientology's Claim: CSI is entitled to summary  
27 adjudication of the Thirteenth Cause of Action because there is no  
28 dispute that the parties entered into a written agreement, that  
the Church performed all of its obligations pursuant to the

1 agreement, that Armstrong breached the agreement by providing a  
2 videotaped interview to anti-Scientists Sylvia "Spanky" Taylor  
3 and Jerry Whitfield in which he discussed his claimed Scientology  
4 knowledge and experiences, and that the Church is entitled to  
5 liquidated damages of \$50,000.00 for this breach.

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7 **PLAINTIFF CSI'S MATERIAL FACTS**  
8 **AND SUPPORTING EVIDENCE**

**DEFENDANT ARMSTRONG'S MATERIAL**  
**FACTS AND SUPPORTING EVIDENCE**

9  
10 1. Gerald Armstrong  
11 voluntarily entered into a  
12 confidential Mutual Release of  
13 All Claims and Settlement  
14 Agreement ("Agreement") with  
15 Church of Scientology  
16 International ("the Church")  
17 on December 6, 1986.

18 Plaintiff's Evidence:

19 1. Request for Judicial  
20 Notice, Exhibit A, Verified  
21 Second Amended Complaint  
22 (hereinafter "Complaint"), ¶¶  
23 1 and 2; Request for Judicial  
24 Notice, Exhibit B, Answer of  
25 Gerald Armstrong and the  
26 Gerald Armstrong Corporation  
27 to Amended Complaint  
28 (hereinafter "Answer"), ¶¶ 1  
and 2; Request for Judicial

1. Disputed.  
A. Armstrong was the target  
of Scientology's "fair game"  
acts from the time he left  
Scientology until the time he  
signed the settlement  
agreement. These fair game  
acts included, but are not  
limited to: publishing  
"Suppressive Persons  
Declares," spying on him,  
assault, filing false charges  
with Los Angeles DA, filing  
false charges with FBI,  
attempted entrapment, illegal  
videotaping, battery by a car  
driven by a hired agent,  
attempting to involve him in a  
freeway "accident," filing  
false declarations,

1 Notice, Exhibit C, Order  
2 Granting Summary Adjudication  
3 of the Fourth and Sixth Causes  
4 of Action; Request for  
5 Judicial Notice, Exhibit D,  
6 Opinion of the Second District  
7 Court of Appeal; Request for  
8 Judicial Notice, Exhibit E,  
9 Order Granting Summary  
10 Adjudication of the Second and  
11 Third Causes of Action of  
12 Armstrong's cross-complaint;  
13 Exhibit 1A, Mutual Release of  
14 All Claims and Settlement  
15 Agreement ("the Agreement"),  
16 page 16; Exhibit 1B,  
17 Declaration of Larry Heller,  
18 ¶¶ 4 and 5, Exhibit A thereto  
19 and Exhibit B thereto, 1:19-  
20 2:10.

international dissemination of  
publications falsely accusing  
him of crimes ("black  
propaganda"), filing false  
contempt of court charges  
against him, disseminating  
"confidential" statements made  
in pastoral "counseling  
sessions."

Defendant's Evidence

Exhibit 1, Declaration of  
Gerald Armstrong in Opposition  
to Motions for Summary  
Adjudication of 20th Cause of  
Action; and 13th, 16th, 17th &  
19th Causes of Action of  
Second Amended Complaint,  
Authenticating Deposition  
Transcripts and Exhibits, 4:8-  
6:19, Exhibit 1(G),  
Declaration of Gerald  
Armstrong in Opposition to  
Scientology's Motion for  
Preliminary Injunction,  
executed March 16, 1992, and  
Authenticating Exhibits, 4:26-  
7:7; Exhibit 1(G)(C),  
"Penalties for Lower  
Conditions," Scientology

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Policy Letter by L. Ron Hubbard dated October 18, 1967; Exhibit 1(G)(L), "Settlement Agreement" between attorney Michael J. Flynn and his clients in December, 1986, at p. 4, (5); Exhibit 1(G)(M) Letter from Phillip Rodriguez dated November 7, 1984 purporting to authorize eavesdropping on Gerry Armstrong and Michael J. Flynn; Exhibit 1(G)N, Public Announcement of Los Angeles Police Chief Daryl Gates dated April 23, 1985; Exhibit 1(G)(O), Letter from Los Angeles County Deputy District Attorney Robert N. Jorgenson to Scientology officials dated April 25, 1986; Exhibit 1(H), Declaration of Gerald Armstrong, executed January 13, 1994, and Authenticating Exhibits, pp. 2,3, ¶¶ 5,6; p. 14, ¶ 15; Exhibit, 1(H)(R)(C) "Freedom" published by Scientology April/May, 1985; Exhibit 1(H)(CC), "Squirrels,"

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Scientology Office of Special  
Affairs Executive Directive  
dated September 20, 1984;  
Exhibit 1(B), Declaration of  
Gerald Armstrong, executed  
December 25, 1990, and  
Authenticating Exhibits, p. 1,  
¶ 2; Exhibit 1(B)(O)  
Declaration of Gerald  
Armstrong, executed October  
11, 1986, pp. 3-9, ¶¶ 3-8;  
Exhibit 1(B)(P), Declaration  
of Gerald Armstrong, executed  
November 1, 1986, 2:2-3:3,  
6:4-7:5, 7:25-11:12; Exhibit  
pages to Ex. 1(B)(P) at 22:24-  
26:8; Exhibit 1(I) Declaration  
of Gerald Armstrong Executed  
August 12, 1994, and  
Authenticating Deposition  
Transcripts And Exhibits,  
Exhibit 1(I)(AA), Suppressive  
Person Declare Gerry  
Armstrong" dated February 18,  
1982; Exhibit 1(I)(BB),  
"Suppressive Person Declare  
Gerry Armstrong" dated  
February 18, 1982, Revised  
April 22, 1982; Exhibit 1(A),

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Declaration of Gerald  
Armstrong, executed March 15,  
1990, and Authenticating  
Exhibits, p. 1, ¶ 1, Exhibit  
1(A)(A), Memorandum of  
Decision dated June 20, 1984  
in Scientology v. Armstrong,  
LA Superior Court No. C  
420153, at 5:3-19; 7:9-12:9;  
Appendix thereto, pp. 1-15;  
Exhibit 1(C), Opinion of  
California Court of Appeal  
dated July 29, 1991, 283  
Cal.Rptr. 917, at 920, 921,  
925; Exhibit 1(A)(L),  
Affidavit of Gerald Armstrong,  
executed March 7, 1986, at p.  
5, ¶ 6; Exhibit 1(E)(E),  
Declaration of Gerald  
Armstrong Regarding Alleged  
"Taint" of Joseph A. Yanny  
executed September 3, 1991 and  
filed in Aznaran v.  
Scientology, US District  
Court, Central District of  
California, Case No. CV 88-  
1786 JMI, pp. 3-5, ¶¶ 13-16;  
Scientology's Request for  
Judicial Notice in Support of

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its Motion for Summary  
Adjudication of the 13th,  
16th, 17th and 19th Causes of  
Action of Second Amended  
Complaint, Exhibit 1(S)  
Declaration of Gerald  
Armstrong executed February  
22, 1994 and filed in  
Scientology v. Steven Fishman,  
etc al., US District Court for  
the Central District of  
California, Case No. 91-6426  
HLH (Tx), and exhibits  
thereto; Scientology's  
Evidence in Support of Motion  
for Summary Adjudication of  
the 20th Cause of Action of  
Second Amended Complaint,  
Exhibit 1(A), Mutual Release  
of All Claims and Settlement  
Agreement; Ex. 1(H), pp. 7,8,  
¶ 12.

B. Armstrong's attorney  
Michael Flynn was the target  
of Scientology's fair game  
from 1979 through the time of  
the signing of the settlement  
agreements. Fair game acts

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against Flynn included, but are not limited to, infiltrating his office, paying known criminals to testify falsely against him, suing him and his office some fifteen times, framing him with the forgery of a \$2,000,000 check, and an international "black propaganda campaign."

Defendant's Evidence

Exhibit 10, Second Declaration of Gerald Armstrong in Opposition to Motion for Summary Adjudication of 13th, 16th, 17th and 19th Causes of Action of Scientology's Second Amended Complaint executed September 9, 1995, 8:18-9:14; Ex. 1, 6:20-7:7; Ex. 1(G), 9:6-24; Ex. 1(B), p. 1, ¶ 2, pp. 3,4, ¶8, pp. 5,5, ¶11; Ex. 1(B)(O), pp. 60-74; Ex. 1(H), pp. 8,9, ¶ 12; Exhibit 7, Declaration of Jonathan Attack in Opposition to Motions for Summary Adjudication of 20th Cause of Action; and 13th,



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16th, 17th & 19th Causes of  
Action of Second Amended  
Complaint, and Authenticating  
Exhibits, executed April 9,  
1995, p. 4, ¶16; Ex. 1(G)(L),  
pp. 4,5, (5); Ex. 1(G)(M); Ex.  
1(G)(N); Ex. 1(G)(O), Ex.  
1(H)(R)(C).

C. Flynn told Armstrong that  
if he didn't sign  
Scientology's settlement  
agreement he would be the  
target of more fair game.

Defendant's Evidence

Ex. 1, 9:1-15; Ex. 1(G), 9:6-  
12; Ex. 1(B), pp. 3,4, ¶ 8, p.  
5, ¶ 11.

D. Flynn told Armstrong that  
the other some fifteen people  
involved in the "global  
settlement" would continue to  
be attacked by Scientology if  
he didn't sign.

Defendant's Evidence

Ex. 1, pp. 8,9, ¶ 18; Ex.  
1(G), 9:6-12, 10:21-11:28; Ex.  
1(B), pp. 3,4, ¶ 8, p. 5, ¶

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11.

E. Flynn had another client yell at Armstrong when Armstrong objected to the language of the "agreement."

Defendant's Evidence

Ex. 1(G), 9:15-19; Ex. 1(B), p. 4, ¶ 8.

F. Flynn stated in the "settlement agreement" with his clients, acknowledged by all his clients, that "he or his firms's members have been required to defend approximately 17 lawsuits and/or civil/criminal contempt actions instituted by the Church of Scientology against him, his associates and clients, that he and his family have been subjected to intense and prolonged harassment."

Defendant's Evidence

Exhibit 10, 7:11-8:17; Plaintiff's Ex. 1(C)(B) at p. 5.

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G. Scientology knew of all of its acts of "fair game" against Flynn, and its acts of "fair game" against Armstrong. Scientology also knew prior to Armstrong's arrival in Los Angeles to "sign" the "settlement contract" that it had obtained Flynn's agreement to not represent or defend Armstrong if it attacked him after the "settlement." Scientology knew of all of its harassment of Flynn and its judicially condemned "fair game" policy and practices.

Defendant's Evidence

Ex. 10, 8:18-9:9; Ex. 1, 4:8-6:28; Ex. G, 4:26-7:14; Ex. 1(G)(L), pp. 4,5, (5); Ex. 1(G)(M); Ex. 1(G)(N); Ex. 1(G)(O), Ex. 1(H)(R)(C); Ex. H, pp. 2,3, ¶¶ 5,6; Exhibit B, p. 1, ¶ 2; Ex. 1(B)(O), pp. 60-74 "Juggernaut Eval" re Flynn; Ex. 1, 5:5-7:7; Ex. G, p. 9, ¶ 14; Exhibit 2, p. 1, ¶ 2, pp. 3,4,5 ¶8, ¶11; Exhibit 2-O, pp. 6, ¶ 6, 12; Ex. 7,

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p. 4, ¶16; Ex. 1(H)CC);Ex.  
1(A)(A), at 5:3-19; 7:9-12:9;  
Appendix thereto, pp. 1-15;  
Ex. 1(C); Exhibit 1(A)(L), at  
p. 5, ¶ 6;.

H. Armstrong's careful  
weighing of his options at the  
time of the "settlement"  
reflects the duress he was  
under. It is not reflective  
of an absence of duress.

Defendant's Evidence

Ex. 10, 9:14-16.

2. Armstrong received a  
portion of a total sum paid to  
his attorney, Michael Flynn,  
in settlement of all claims of  
Mr. Flynn's clients.

Plaintiff's Evidence:

Complaint ¶13; Answer, ¶13;  
Request for Judicial Notice,  
Exhibit C, Order Granting  
Summary Adjudication of the  
Fourth and Sixth Causes of  
Action; Exhibit 1A, Mutual  
Release of All Claims and  
Settlement Agreement, ¶3.

2. Disputed. The total sum  
paid to Flynn was additionally  
in consideration of settlement  
of all of Flynn's personal  
claims.

Defendant's Evidence

Plaintiff's Exhibit 1C(B).

1 3. Armstrong received  
2 approximately \$800,000.00 from  
3 Michael Flynn as his portion  
4 of the total settlement sum  
5 paid by CSI to Mr. Flynn for  
6 Flynn's settling clients.

7 Plaintiff's Evidence:

8 3. Exhibit 1C, Declaration  
9 of Graham Berry, and Exhibit B  
10 thereto; Exhibit 1D Marin  
11 Independent Journal, November  
12 11, 1992, article entitled,  
13 "Is Money The Root of Our  
14 Problems?"

15  
16 4. On January 27, 1995, this  
17 Court found that Armstrong had  
18 entered into the Agreement  
19 voluntarily, without duress,  
20 and that the liquidated  
21 damages provision contained in  
22 paragraph 7(d) of the  
23 Agreement was valid.

24 Plaintiff's Evidence:

25 4. Request for Judicial  
26 Notice, Exhibit C, Order  
27 Granting Summary Adjudication  
28 of the Fourth and Sixth Causes  
of Action.

3. Undisputed, but  
irrelevant. Scientology did  
not know how much Armstrong  
was receiving. As far as  
Scientology knew, it could  
have been \$0.00, it could have  
been all of the funds  
Scientology paid to Flynn, or  
any monetary figure in  
between.

Defendant's Evidence

Plaintiff's Exhibit 1A, p. 2,  
¶3; Plaintiff's Exhibit 1C,  
Exhibit B.

4. Disputed. On January 27  
this Court stated as follows:

"As to all causes of  
action, defendant fails to  
raise a triable issue as to  
whether the liquidated damages  
provision is invalid.

Defendant relies on the law as  
it existed prior to July 1,  
1978. (See United Sav. & Loan  
Assn. v. Reeder Dev. Corp.  
(1976) 57 Cal.App.3d 282 and  
earlier versions of Civ. Code  
§§ 1670 and 1671.) The law

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now presumes that liquidated damages provisions are "valid unless the party seeking to invalidate the provision establishes that the provision was unreasonable under the circumstances existing at the time the contract was made." Civ. Code, § 1671, Subd.(b).) Defendant's evidence is not sufficient to raise a triable issue in that regard. Although defendant states in his declaration that he was not involved in negotiating the provision (See D's Ex. 1, ¶12), he goes on to state that he discussed the provision with two attorneys before signing the agreement. (Id., ¶¶12-13.) Thus he clearly knew of the provision yet chose to sign it. He has not shown that he had unequal bargaining power or that he made any efforts to bargain or negotiate with respect to the provision. (See H.S. Perlin Co. v. Morse Signals Devices

(1989) 209 Cal.App.3d 1289.)  
Defendant next states that  
plaintiff's actual damages are  
zero. (D's Ex. 1, ¶12.)  
However, "the amount of  
damages actually suffered has  
no bearing on the validity of  
the liquidated damages  
provision..." (See Law  
Revision Commission comment to  
§ 1671.) Finally defendant  
points to the fact that other  
settlement agreements contain  
a \$10,000 liquidated damages  
provision. (See D's Exs. 2C  
and 2D.) This alone is not  
sufficient to raise a triable  
issue in that defendant has  
not shown that circumstances  
did not change between 12/86  
and 4/87 and that those  
settling parties stand in the  
same or similar position to  
defendant (i.e., that they  
were as high up in the  
organization and could cause  
as much damage by speaking out  
against plaintiff or that they  
have/had access to as much

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information as defendant.)  
"Defendant has not raised a triable issue regarding duress. Defendant's own declaration shows that he carefully weighed his options. (See D's Ex. 1, ¶10.) It certainly does not show that he did something against his will or had no reasonable alternative to succumbing." (See In Re Marriage of Baltins (1989) 212 Cal. App. 3D 66, 84.) In addition, Defendant is relying on the conduct of a third party (Flynn) to establish duress, yet he sets forth no fact or evidence in his separate statement showing that plaintiff had reason to know of the duress. See Leeper v. Beltrami (1959) 53 Cal.2d 195, 206"  
Defendant's Evidence  
Plaintiff's Request for Judicial Notice, Exhibit C.

5. On November 6, 1992, Armstrong gave a videotaped

5. Undisputed.



1 interview to Sylvia "Spanky"  
2 Taylor and Jerry Whitfield, in  
3 which he discussed his alleged  
4 Scientology knowledge and  
5 experiences for 95 minutes.

6 Plaintiff's Evidence:

7 5. Videotape, Exhibit 1TT to  
8 Separate Statement in Support  
9 of Motion for Summary  
10 Adjudication of Twentieth  
11 Cause of Action, separately  
12 lodged; Transcript of Video,  
13 Exhibit 1E.

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15 6. The venue for Armstrong's  
16 taped interview was a Los  
17 Angeles hotel in which the  
18 Cult Awareness Network ("CAN")  
19 was holding its annual  
20 meeting.

21 Plaintiff's Evidence:

22 6. Deposition of Gerald  
23 Armstrong, Vol V, 598:6-  
24 600:15, Exhibit 1F.

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26 7. During the course of  
27 Armstrong's 95 minutes  
28 interview, Whitfield explained  
his purpose in making the

6. Undisputed.

7. Undisputed.

1 videotape to be the following:

2 MR. WHITFIELD:  
3 The reason I'm  
4 saying this, it's  
5 very difficult for  
6 somebody in  
7 Scientology to  
8 conceive that the  
9 great L. Ron  
10 Hubbard, whom you  
11 have never met but  
12 have only heard  
13 these wonderful  
14 things about, to  
15 even perceive or  
16 comprehend that this  
17 might have been --  
18 this might have  
19 occurred with this  
20 man. How can this  
21 man be human? And  
22 he's not human.  
23 He's L. Ron Hubbard.  
24 So the reason that  
25 we are doing this  
26 interview is so that  
27 other people can  
28 know. It's very  
easy for a non-  
Scientologist to  
understand those  
things. It's very  
difficult for a  
Scientologist,  
because  
Scientologists don't  
get the type of  
information that  
non-Scientologists  
get.

22 Plaintiff's Evidence:

23 7. Videotape, Exhibit 1TT,  
24 Separately lodged: Exhibit 1E,  
25 p. 9.

27 8. During the interview,  
28 Taylor and Armstrong had the  
following exchange:

8. Undisputed.

1 TAYLOR: We're  
2 here with Gerry  
3 Armstrong on the 6th  
4 of November, 1992.  
5 Hi, Gerry.

6 ARMSTRONG: Hi,  
7 Spanky.

8 TAYLOR:  
9 Basically , what  
10 we're doing here is  
11 I want to find out a  
12 little bit about  
13 your Scientology  
14 experience, or, more  
15 than a little bit --  
16 as much as we can,  
17 starting from when  
18 you got involved.

19 ARMSTRONG:  
20 O.K.

21 TAYLOR: So,  
22 tell me about that  
23 first.

24 TAYLOR: I got  
25 involved in 1969 in  
26 Vancouver, British  
27 Columbia, Canada.  
28 And . . . I spent a  
year and a half . .  
. .

Armstrong then proceeded to  
describe his claimed  
Scientology history in detail  
for 95 minutes, breaking to  
attend sessions of the CAN  
convention which was  
proceeding in the hotel  
conference rooms.

Plaintiff's Evidence:

8. Videotape, Exhibit 1TT,  
separately lodged; Transcript,

1 Exhibit 1E; deposition of  
2 Sylvia Taylor, 152:9-155:19,  
3 Exhibit U.

5 9. During the interview,  
6 Armstrong stated:

9. Undisputed.

7 They brought a  
8 lawsuit to attempt  
9 to enforce the  
10 settlement  
11 agreement. Out of  
12 it . . . in May of  
13 this last year,  
14 there was a hearing  
15 here in Los Angeles,  
16 in Superior Court,  
17 in front Judge  
18 Sohigian. The  
19 organization claims  
20 that they got a  
21 great big win out of  
22 it and that I am  
23 enjoined pursuant to  
24 the settlement  
25 agreement. Not  
26 true! The judge  
27 specifically said  
28 that he would not  
enforce the  
settlement agreement  
other than one very  
narrow issue. The  
very narrow issue is  
that I cannot except  
pursuant to a  
subpoena, assist  
someone intending to  
file a claim or  
pressing a claim  
against the  
organization. Now  
then we are  
appealing even that  
narrow ruling,  
because that's  
unenforceable  
because if you  
construe that my . .  
. .that this video  
could possibly  
indirectly help

1 someone in the  
2 future, I can't do  
3 this. . . .

4 \* \* \*

5 It's unenforceable  
6 hence I feel that I  
7 am completely at  
8 liberty to associate  
9 with whomever I  
10 want, to talk to  
11 whomever I want, and  
12 I act in life that  
13 way. And that is in  
14 part why I am here  
15 at this event now,  
16 why I came to the  
17 CAN conference.

18 Plaintiff's Evidence:

19 9. Videotape, Exhibit 1TT,  
20 lodged separately; Transcript  
21 Exhibit 1E.

22 **ADDITIONAL DISPUTED FACTS (RE SCIENTOLOGY'S ISSUE NO. 1)**

23 9A. Armstrong attended the  
24 1992 CAN Conference because  
25 this is a group a people who  
26 share a common experience with  
27 him of either abuse by a  
28 dangerous cult or having a  
family member ensnared in or  
abused by a dangerous cult.  
He depends on people such as  
CAN members for psychological  
support and for defense.

Armstrong supports CAN in its

9A. Defendant's Evidence  
Ex. 10, 11:5-12-1; Exhibit  
10(A), videotape of Armstrong  
taken by Ingram, lodged  
separately.

1 purposes of educating the  
2 public about dangerous cults  
3 and in its defense from those  
4 cults such as Scientology  
5 which seek to keep the public  
6 uneducated about their  
7 destructive practices and  
8 natures. When he arrived at  
9 the conference he observed  
10 Eugene Ingram and a bunch of  
11 Scientologists harassing,  
12 taunting and videotaping CAN  
13 conferees. Armstrong observed  
14 Scientologists agents verbally  
15 abuse the conferees, calling  
16 them, for example, kidnappers  
17 and criminals. Ingram taunted  
18 Armstrong, accused him of  
19 having AIDS, said Armstrong  
20 looked like he was dying of  
21 AIDS, said someone in his  
22 attorney Ford Greene's family  
23 had AIDS, insinuating in his  
24 statement that Mr. Greene and  
25 Armstrong were involved in  
26 homosexual sex. This is part  
27 of Scientology's "black  
28 propaganda" campaign discussed  
by former Scientology

1 operative Garry Scarrf in his  
2 declaration executed February  
3 11, 1993 and filed in this  
4 case. Armstrong was shocked  
5 by Ingram's and Scientology's  
6 attacks on him and on the  
7 other innocent conferees, and  
8 it was largely because of  
9 these attacks that he  
10 determined to do whatever he  
11 could when called upon to  
12 oppose and expose  
13 Scientology's dangerous  
14 practices and defend people  
15 from those dangerous  
16 practices. Thus he gave an  
17 interview. Armstrong did not  
18 come to the CAN Conference to  
19 harass Ingram and Scientology;  
20 they came to the conference to  
21 harass him and his friends.

22

23 ISSUE NUMBER II:

24 Scientology's Claim: CSI is entitled to summary  
25 adjudication of the Sixteenth Cause of Action because there is no  
26 dispute that the parties entered into a written agreement, that  
27 the Church performed all of its obligations pursuant to the  
28 agreement, that Armstrong breached the agreement by providing  
interviews to Charles Fleming, a reporter for Newsweek magazine,

1 in which he discussed his claimed Scientology knowledge and  
2 experiences, and that the Church is entitled to liquidated damaged  
3 of \$50,000.00 for this breach.

4 CSI Incorporates herein Undisputed Facts and Evidentiary  
5 Support nos. 1 to 4, supra.

6

7 **PLAINTIFF CSI'S MATERIAL FACTS**                      **DEFENDANT ARMSTRONG'S MATERIAL**  
8 **AND SUPPORTING EVIDENCE**                              **FACTS AND SUPPORTING EVIDENCE**

9

10 10. In June, 1993, Armstrong  
11 gave an interview concerning  
12 his claimed Scientology  
13 knowledge and experiences to  
14 Charles Fleming, a reporter  
15 for Newsweek magazine.

10. Undisputed.

16 Plaintiff's Evidence:

17 10. "Scientology in the  
18 Schools," Newsweek, June 14,  
19 1993, Exhibit 1G; Armstrong  
20 Depo., Vol. VI, pp. 736-737,  
21 Exhibit IH.

22

23 11. According to Mr.  
24 Fleming's article, Armstrong  
25 said, inter alia, that the  
26 founder of the Scientology  
27 religion, L. Ron Hubbard,  
28 wanted "rich Scientologists to  
buy huge quantities of this

11. Undisputed.



1 book for distribution. He  
2 wanted to go down in history  
3 as a scientist or a  
4 philosopher or both."

5 Plaintiff's Evidence:

6 11. Newsweek article, Exhibit  
7 1G.

8  
9 12. In or about June, 1993,  
10 Armstrong spoke to Mr.  
11 Fleming, about Larry  
12 Wollersheim's case against the  
13 Church of Scientology of  
14 California, and attempted to  
15 interest him in reporting on  
16 that matter.

17 Plaintiff's Evidence:

18 12. Armstrong letter to  
19 Goldowitz, June 30, 1993,  
20 Exhibit 1I.

21  
22 13. In or about August, 1993,  
23 Armstrong sent Mr. Fleming a  
24 letter to which he attached  
25 several documents detailing  
26 his claimed Scientology  
27 knowledge and experiences,  
28 urging Mr. Fleming to write  
about Armstrong's litigation

12. Undisputed.

13. Disputed. The documents  
sent by Armstrong to Mr.  
Fleming were Scientology's own  
complaints against him. The  
details of Armstrong's  
knowledge and experiences  
about Scientology in these  
documents were written by

1 with CSI.

2 Plaintiff's Evidence:

3 13. Armstrong letter to  
4 Fleming, August 20, 1993,  
5 Exhibit 1J.

6

7

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15 **ADDITIONAL DISPUTED FACTS (RE SCIENTOLOGY'S ISSUE NO. II)**

16

17 13A. All of what Armstrong  
18 told Mr. Fleming of Newsweek  
19 about the Wollersheim case he  
20 learned after December, 1986.  
21 Even by the "settlement  
22 contract" Armstrong is not  
23 barred from discussing any  
24 knowledge he learned about  
25 Scientology after the  
26 "settlement."

27

28 13B. Armstrong believes that  
he is not and cannot be barred

Scientology itself. The cases  
in which Scientology has sued  
Armstrong are in open court.  
He is not barred from sending  
any document filed in these  
cases to anyone in the world.  
He is not barred from talking  
to the media about his cases.

Defendant's Evidence

Ex. 10, at 12:2-13;  
Plaintiff's Evidence, Exhibit  
1J, Armstrong letter to  
Fleming.

13A. Defendant's Evidence  
Ex. 10, 12:23-13:2.

13B. Defendant's Evidence  
Ex. 10, 14:1-15:6; Ex. 1,

1 from discussing broad and  
2 important public issues  
3 involving Scientology such as  
4 its efforts to infiltrate L.  
5 Ron Hubbard's booklet "The Way  
6 to Happiness" into public  
7 schools. Armstrong views  
8 Scientology's efforts as  
9 covert and dangerous and  
10 should be opposed by anyone  
11 who knows anything about this  
12 organization. Armstrong knows  
13 that inside Scientology "The  
14 Way to Happiness" is part of  
15 its "scriptures," its "mental  
16 technology." Armstrong knows  
17 that outside Scientology, the  
18 organization calls the booklet  
19 "non-religious." Armstrong  
20 knows that it is used as a  
21 vehicle to get people  
22 interested in Scientology,  
23 which claims to be a  
24 "religion." Armstrong knows  
25 that Scientology employs a  
26 similar bait and switch with  
27 his fellow Christians.  
28 Scientology promotes that it  
is compatible with

2:22-28, 25:15-26:24; Exhibit  
2, Declaration of Hana  
Whitfield in Opposition to  
Motions for Summary  
Adjudication of 20th Cause of  
Action; and 13th, 16th, 17th &  
19th Causes of Action of  
Second Amended Complaint, and  
Authenticating Exhibits,  
executed April 6, 1995, 12:23-  
16:21; Exhibit 2(B), "Routine  
3 Heaven" Scientology Bulletin  
by L. Ron Hubbard dated May  
11, 1963; Exhibit 2(C),  
"Resistive Cases Former  
Therapy" Scientology Bulletin  
by L. Ron Hubbard dated  
September 23, 1968; Exhibit 3,  
Declaration of Dennis Erlich  
in Opposition to Motions for  
Summary Adjudication of 20th  
Cause of Action; and 13th,  
16th, 17th & 19th Causes of  
Action of Second Amended  
Complaint, and Authenticating  
Exhibits, executed April 6,  
1995, 1:19-2:16; Exhibit 4,  
Declaration of Margery  
Wakefield in Opposition to

1 Christianity and  
2 "Scientists hold the Bible  
3 as a holy work and have no  
4 argument with the Christian  
5 belief that Jesus Christ was  
6 the Savior of Mankind and the  
7 Son of God." In its core,  
8 however, Scientology teaches  
9 that Christ and God are  
10 "implants," false ideas  
11 installed in humans millions  
12 of years ago by pain and  
13 electronics to enslave  
14 mankind. Armstrong, a  
15 Christian, views it as  
16 completely unfair and  
17 dishonest that Scientology's  
18 "scriptures" (Way to  
19 Happiness) are covertly  
20 infiltrated into the public  
21 schools as "non-religious," to  
22 act as recruiting devices for  
23 the anti-Christian Scientology  
24 cult, whereas the scriptures  
25 of openly religious Christians  
26 are barred from public  
27 classrooms. Religion in  
28 public schools and the  
separation of church and state

Motions for Summary  
Adjudication of 20th Cause of  
Action; and 13th, 16th, 17th &  
19th Causes of Action of  
Second Amended Complaint, and  
Authenticating Exhibits,  
executed April 7, 1995;  
Exhibit 4(A), Paper, "What  
Christians Need to Know About  
Scientology" by Margery  
Wakefield.

1 are current and important  
2 public issues, and Armstrong  
3 believes he cannot be denied  
4 the right to enter into  
5 discussions, studies and  
6 reports on such issues.  
7 Armstrong has a duty as a  
8 Christian and citizen to  
9 oppose Scientology's  
10 duplicitous efforts to subvert  
11 the school system and ensnare  
12 the country's youth.  
13 Armstrong knows that  
14 Scientology promotes that its  
15 mental technology raises IQ a  
16 point per hour of "auditing."  
17 Armstrong sees that not only  
18 does not, but it makes its  
19 adherents actually less  
20 intelligent, as well as more  
21 aggressive and antisocial.

22

23 ISSUE NUMBER III:

24 Scientology's Claim: CSI is entitled to summary  
25 adjudication of the Seventeenth Cause of Action because there is  
26 no dispute that the parties entered into a written agreement, that  
27 the Church performed all of its obligations pursuant to the  
28 agreement, that Armstrong breached the agreement by providing  
interviews and comments to E!TV, in which he discussed his claimed

1 Scientology knowledge and experiences, and that the Church is  
2 entitled to liquidated damaged of \$50,000.00 for this breach.

3 CSI Incorporates herein Undisputed Facts and Evidentiary  
4 Support nos. 1 to 4, supra.

5

6 **PLAINTIFF CSI'S MATERIAL FACTS**                      **DEFENDANT ARMSTRONG'S MATERIAL**  
7 **AND SUPPORTING EVIDENCE**                              **FACTS AND SUPPORTING EVIDENCE**

8

9 14. In August, 1993,  
10 Armstrong was interviewed by  
11 E! TV reporters concerning his  
12 claimed Scientology knowledge  
13 and experiences.

14. Undisputed.

14 Plaintiff's Evidence:

15 14. Portions of E! TV  
16 segment, Exhibit 1K; Portions  
17 of Transcript of E! TV  
18 segment, Exhibit 1L.

19

20 15. During the interview with  
21 E! TV reporters, Armstrong  
22 discussed his claimed  
23 Scientology knowledge and  
24 experiences, asserting that he  
25 had difficulty leaving  
26 Scientology, that the Church  
27 had a policy called "fair  
28 game," that the instant  
lawsuit was improper, and the

15. Undisputed.

1 Agreement was illegal.

2 Plaintiff's Evidence:

3 15. Portions of E! TV  
4 segment, Exhibit 1K; Portions  
5 of Transcript of E! TV  
6 segments, Exhibit 1L.

7

8 16. Armstrong also gave E! TV  
9 a copy of a manuscript  
10 entitled "One Hell of A  
11 Story." Armstrong claims that  
12 this manuscript is a treatment  
13 for a screenplay which details  
14 his claimed Scientology  
15 experiences.

16 Plaintiff's Evidence:

17 16. Portions of E! TV  
18 segment, Exhibit 1K; Portions  
19 of Transcript of E! TV  
20 segments Exhibit 1L; Armstrong  
21 letter to Wollersheim, Exhibit  
22 1M; Armstrong Depo., Vol. VII,  
23 875-876, Exhibit 1N.

24

25 **ADDITIONAL DISPUTED FACTS (RE SCIENTOLOGY'S ISSUE NO. III)**

26

27 16A. By August 1993, when  
28 Armstrong was interviewed on  
E!TV, Scientology had sued him

16. Undisputed.

16A. Defendant's Evidence  
Ex. 10, 16:4-17:3.

1 three times based on false  
2 allegations, including false  
3 statements about his pre-  
4 settlement history, and had  
5 published and disseminated  
6 "dead agent" packs about him  
7 and his history, and "black  
8 propaganda" (Hubbard's term  
9 for lies intended to destroy  
10 someone's reputation) about  
11 him, which included false  
12 and/or perverse ad hominem  
13 attacks. These attacks  
14 include, but are not limited  
15 to, e.g., that Armstrong is an  
16 agent provocateur of the US  
17 government; that he committed  
18 perjury; that he posed nude in  
19 a newspaper; that his defense  
20 in his 1984 trial was a sham  
21 and a fraud; that the LAPD  
22 authorized [Scientology's]  
23 illegal videotaping of him;  
24 that he wanted to plant  
25 fabricated documents in  
26 Scientology files and tell the  
27 IRS to conduct a raid; that he  
28 wanted to plunder Scientology;  
that his motives in writing



1 attorney Eric Lieberman  
2 regarding the Nothling case  
3 were money and power; that he  
4 was incompetent as a  
5 researcher on the Hubbard  
6 biography project; that he  
7 wanted to orchestrate a coup  
8 in which members of the US  
9 Government would wrest control  
10 of Scientology; that he was  
11 formerly a heavy drug user;  
12 that he was paid to provide  
13 homosexual sex; and that he  
14 had AIDS. None of these  
15 charges relate to his alleged  
16 breaching of Scientology's  
17 evil "contract," but were  
18 personal attacks on his  
19 character and history, to  
20 which he is not barred by the  
21 "contract" from responding.  
22 Scientology was also during  
23 that period attempting to have  
24 him jailed on false contempt  
25 of court charges. Armstrong  
26 wrote the treatment for a  
27 movie to be done about his  
28 Scientology history to clear  
his name in the most profound

1 manner he could, and he agreed  
2 to the E!TV interview for the  
3 same purpose.  
4  
5

6 ISSUE NUMBER III:

7       Scientology's Claim:       CSI is entitled to summary  
8 adjudication of the Nineteenth Cause of Action because there is no  
9 dispute that the parties entered into a written agreement, that  
10 the Church performed all of its obligations pursuant to the  
11 agreement, that Armstrong breached the agreement by providing  
12 declarations to Graham Berry, counsel for Uwe Geertz, in which he  
13 discussed his claimed Scientology knowledge and experiences, and  
14 that the Church is entitled to liquidated damaged of \$50,000.00  
15 for this breach.

16       CSI Incorporates herein Undisputed Facts and Evidentiary  
17 Support nos. 1 to 4, supra.

18  
19       PLAINTIFF CSI'S MATERIAL FACTS       DEFENDANT ARMSTRONG'S MATERIAL  
20       AND SUPPORTING EVIDENCE               FACTS AND SUPPORTING EVIDENCE

21  
22       17. Steven Fishman and Uwe       17. Undisputed.  
23       Geertz are defendants in an  
24       action brought by the Church  
25       of Scientology International  
26       for defamation.

27       Plaintiff's Evidence:

28       17. Request for Judicial  
Notice, Exhibit F, Complaint,

1 Church of Scientology  
2 International v. Steven  
3 Fishman, etc al., United  
4 States District Court for the  
5 Central District of  
6 California, Case No. 91-6426  
7 HLH (Tx).

9 18. In or about August 1992,  
10 Armstrong agreed to be an  
11 "expert" witness for Fishman  
12 and Geertz concerning his  
13 claimed Scientology knowledge  
14 and experiences.

15 Plaintiff's Evidence:

16 18. Defendant's list of  
17 Proposed Witnesses, Exhibit  
18 10; Defendant Uwe Geertz,  
19 Plaintiff's Brief Narrative  
20 Statements Regarding Expected  
21 Testimony of Expert Witnesses,  
22 Exhibit 1P.

24 19. In or about January,  
25 1994, Armstrong spoke multiple  
26 times with Geertz's counsel,  
27 Graham Berry, concerning his  
28 claimed Scientology knowledge  
and experiences.

18. Undisputed.

19. Disputed.  
Armstrong stated in the  
deposition excerpt Scientology  
cites: "I don't think beyond,  
very generally, if at all,  
that is, if it was discussed

1 Plaintiff's Evidence:

2 19. Armstrong Depo., Vol. VI-  
3 A, 782-789, Vol. VIII, 1057-  
4 1059, Exhibit 1Q.

5  
6  
7  
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9  
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12  
13  
14  
15 20. Geertz attorney asked  
16 Armstrong for help in  
17 identifying other potential  
18 witnesses interested in making  
19 derogatory statements about  
20 Scientology. Armstrong sent  
21 Berry a letter describing the  
22 claims made by several other  
23 active anti-Scientologists.

24 Plaintiff's Evidence:

25 20. Armstrong Depo., Vol.  
26 VIII, 1057-1059, Exhibit 1Q;  
27 Armstrong letter to Graham  
28 Berry, Exhibit 1R.

at all, whether the specifics  
of what I would testify to go  
into, but I think that Mr.  
Berry's understanding of my  
history, and my present  
involvement in litigation, and  
what I've said about myself,  
and my areas of expertise are  
pretty well known and  
accepted."

Defendant's Evidence

Ex. 10, 18:10-20; Plaintiff's  
Exhibit 1Q at 788:13-20.

20. Disputed.

Nowhere in the deposition  
excerpt Scientology cites is  
there any mention by Armstrong  
of being asked by anyone to  
identify potential witnesses  
interested in making  
derogatory statements about  
anything.

Defendant's Evidence

Plaintiff's Exhibit 1Q.

1 21. In 1994, Armstrong met  
2 with Berry and a group of  
3 other anti-Scientology  
4 litigants and would-be  
5 witnesses, at Berry's office.  
6 wherein all discussed  
7 Scientology, their claimed  
8 knowledge and experiences, and  
9 the Fishman case.

10 Plaintiff's Evidence:

11 21. Armstrong Depo., Vol. VI-  
12 A, 782-789, Exhibit 1Q.

21. Disputed.

Armstrong met with no anti-  
Scientology litigants and  
would-be witnesses at Berry's  
office. He met with three  
anti-"fair game" individuals  
who are honest-to-God  
witnesses. Nowhere in the  
deposition excerpt cited to by  
Scientology is there any  
statement that they discussed  
their claimed knowledge and  
experiences. Armstrong stated  
in deposition that the  
substance of the conversation  
at Mr. Berry's office  
"principally concerned the  
Fishman case, and that around  
that time Scientology had  
either dismissed the case or  
found something to dismiss the  
case or it was in that stage  
toward the end of the  
litigation. And the  
communications -- the only  
ones which stand out were on  
that subject.... There was a  
dismissal in progress .... and  
my recollection was that we

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28

communicated about that during  
the brief time I was there for  
lunch."

Defendant's Evidence

Plaintiff's Exhibit 1Q, 784:7-  
785:13.

22. In February and April,  
1994, Armstrong furnished  
Berry with two declarations  
describing his claimed  
Scientology knowledge and  
experiences, one of which was  
filed in the Fishman case in  
February, 1994.

22. Undisputed.

Plaintiff's Evidence:

22. Declaration of Gerald  
Armstrong dated February 22,  
1994, Exhibit 1S; Declaration  
of Gerald Armstrong dated  
April 21, 1994, Exhibit 1T;  
Armstrong Depo., Vol. VII,  
798-801, Vol. III, 1045-1046,  
Exhibit 1Q.

**ADDITIONAL DISPUTED FACTS (RE SCIENTOLOGY'S ISSUE NO. IV)**

23. Armstrong's being an  
expert witness in the Fishman

23. Defendant's Evidence

Ex. 10, 17:18-18:9;

1 case is allowed by the  
2 preliminary injunction issued  
3 by Judge Ronald Sohigian in  
4 this case in May, 1992. Where  
5 Scientology required by its  
6 "contract" that Armstrong  
7 avoid service of subpoenas,  
8 Judge Sohigian permits him to  
9 be reasonably available for  
10 such service. Where  
11 Scientology's "contract"  
12 required that Armstrong not  
13 assist or cooperate with any  
14 person adverse to Scientology  
15 in any proceeding and not  
16 cooperate in any manner with  
17 any organization aligned  
18 against Scientology, Judge  
19 Sohigian permitted him to  
20 assist any organization in any  
21 manner and any person  
22 defending against Scientology  
23 in any manner; and he required  
24 only that Armstrong not assist  
25 persons prosecuting or  
26 intending to prosecute claims  
27 against Scientology, unless  
28 pursuant to subpoena. Steven  
Fishman and Uwe Geertz were

Scientology's request for  
judicial notice in support of  
motion for summary  
adjudication of the 20th cause  
of action of plaintiff's  
second amended complaint,  
Exhibit P, Minute Order, at p.  
2.

1 defendants against  
2 Scientology, not claimants.  
3 Armstrong would have made  
4 himself available for service  
5 of subpoena before he assisted  
6 any claimant.

7  
8  
9 24. Graham Berry is a  
10 specialist expert attorney in  
11 Scientology litigation. He is  
12 one of Scientology's major  
13 "fair game" targets. He has  
14 represented several people  
15 against the Scientology  
16 organization. He also  
17 represented Joseph A. Yanny as  
18 intervenor and amicus curiae  
19 in this case.

20  
21 25. Graham Berry knows  
22 Armstrong's history and areas  
23 of Scientology expertise in  
24 such detail Armstrong has not  
25 had to tell him anything for  
26 him to know what Armstrong  
27 would testify about as an  
28 expert; and Armstrong did not  
personally provide Mr. Berry

24. Defendant's Evidence  
Ex. 10, 18:20-25;  
Scientology's Evidence Exhibit  
1C, declaration of Graham E.  
Berry to all evidence filed  
herein May 7, 1992.

25. Defendant's Evidence  
Ex. 10, 18:28-19:4;  
Scientology's Exhibit 1P.



1 with any of the information he  
2 included in his brief  
3 narrative regarding  
4 Armstrong's expected  
5 testimony.

6  
7 26. Armstrong's January 27,  
8 1994 letter to Graham Berry,  
9 contains none of his  
10 experiences in Scientology or  
11 knowledge gained in  
12 Scientology.

13  
14 27. Armstrong's declarations  
15 of February 22, 1994 and April  
16 24, 1994 are in direct  
17 response to post-"settlement"  
18 actions taken by Scientology  
19 concerning him and his  
20 history.

21  
22 28. Armstrong's February 22,  
23 1994 declaration was in direct  
24 response to perjurious  
25 statements made about his  
26 history by Scientology supreme  
27 commander David Miscavige in  
28 Miscavige's declaration  
executed February 8, 1994 and

26. Defendant's Evidence  
Ex. 10, 19:6-11.

27. Defendant's Evidence  
Ex. 10, 20:28-21:8; Exhibit  
1(O), Declaration of David  
Miscavige, executed February  
8, 1994 and filed in  
Scientology v. Steven Fishman,  
supra. at 31:22-32:14.

28. Defendant's Evidence  
Ex. 10, 21:21-26; Ex. 1(P),  
31:22-32:14.

1 filed in Fishman.

2

3 29. Armstrong had not filed  
4 anything or made any statement  
5 in the Fishman case before  
6 Miscavige made his statements  
7 about Armstrong and his  
8 history.

9

10 30. Miscavige states in his  
11 declaration that "In a police-  
12 sanctioned investigation,  
13 Gerry Armstrong was captured  
14 on video tape acknowledging  
15 his real motives, namely a  
16 plot to overthrow the Church  
17 leadership and gain control of  
18 the Church."

19

20 31. There was no "police-  
21 sanctioned investigation."  
22 Miscavige's organization and  
23 its head private investigator  
24 Eugene Ingram, who works  
25 directly for Miscavige, paid a  
26 corrupted Los Angeles Police  
27 Department officer to sign a  
28 phony "authorization." When  
the fact of the phony

29. Defendant's Evidence  
Ex. 10, 21:26-28.

30. Defendant's Evidence  
Ex. 10, 21:28-22:2; Ex. 1(P),  
31:28-32:3.

31. Defendant's Evidence  
Ex. 10, 22:3-27; Scientology's  
Evidence, Exhibit S,  
Declaration of Gerald  
Armstrong executed February  
22, 1994, and Exhibits  
thereto: Ex. S(B), "Find a  
Better Basket;" Ex. S(C),  
"Authorization" to wiretap and  
eavesdrop upon Gerry Armstrong

1 authorization and illegal  
2 videotaping surfaced, LAPD  
3 Chief Daryl Gates issued a  
4 public announcement which  
5 stated:

and Michael Flynn from LAPD  
Officer Phillip Rodriguez to  
Eugene Ingram; Ex. S(D),  
Public Announcement of LAPD  
Chief Daryl Gates.

6 "It has come to my  
7 attention that a  
8 member of the  
9 L.A.P.D. very  
10 foolishly, without  
11 proper authorization  
12 and contrary to the  
13 policy of this  
14 Department, signed a  
15 letter to Eugene M.  
16 Ingram, believed to  
17 have been drafted by  
18 Ingram himself. The  
19 letter purports to  
20 authorize Ingram to  
21 engage in electronic  
22 eavesdropping. The  
23 letter along with  
24 all the purported  
25 authorization, is  
26 invalid and is NOT  
27 from the Los Angeles  
28 Police Department.

The Los Angeles

1 Police Department  
2 has not cooperated  
3 with Eugene Ingram.  
4 It will be a cold  
5 day in hell when we  
6 do.  
7 I have directed an  
8 official letter to  
9 Ingram informing him  
10 that the letter  
11 signed by Officer  
12 Phillip Rodriguez  
13 dated November 7,  
14 1984, and all other  
15 letters of purported  
16 authorizations  
17 directed to him,  
18 signed by any member  
19 of the Los Angeles  
20 Police Department  
21 are invalid and  
22 unauthorized."

23  
24 32. Chief Gates' public  
25 announcement has been filed in  
26 many Scientology cases, all of  
27 which Miscavige oversees and  
28 directs.

32. Defendant's Evidence  
Ex. 10, 22:28.

1 33. Miscavige's calling the  
2 illegal videotape operation,  
3 which he also oversaw and  
4 directed, "police-sanctioned,"  
5 is perjury. The rest of his  
6 statements about Armstrong,  
7 the Breckenridge decision and  
8 Armstrong's history are  
9 likewise false.

10  
11 34. Armstrong had every right  
12 to respond to Miscavige's  
13 false statements because they  
14 occurred after the 1986  
15 "settlement," and Armstrong is  
16 not barred from responding to  
17 post-"settlement" statements.

18  
19 35. Armstrong also had every  
20 right to respond because  
21 Miscavige's statements are  
22 perjurious and Armstrong is  
23 specifically permitted by the  
24 Sohigian order to report such  
25 criminal activity.

26  
27  
28  
36. Armstrong sees that

33. Defendant's Evidence  
Ex. 10, 22:28-23:3;  
Scientology's Evidence, Ex. S,  
Ex. S(B), Ex. S(C), Ex. S(D).

34. Defendant's Evidence  
Ex. 10, 23:3-6; Scientology's  
Evidence, Exhibit A.

35. Defendant's Evidence  
Ex. 10, 23:6-9;  
Scientology's request for  
judicial notice in support of  
motion for summary  
adjudication of the 20th cause  
of action of plaintiff's  
second amended complaint,  
exhibit P.

36. Defendant's Evidence

1 Miscavige considered his  
2 statements about him so  
3 indispensable in Miscavige's  
4 prosecution of the Fishman  
5 case that he was willing to  
6 commit perjury to get them  
7 before the Court. Armstrong  
8 sees that his statements to  
9 provide the truth correcting  
10 Miscavige's perjury can be no  
11 less indispensable in the  
12 case. Armstrong views it as  
13 unfair, unamerican and  
14 obstructive of justice to bind  
15 someone with a contract by  
16 which he is unable to respond  
17 to false charges made about  
18 him in our courts of law.  
19 Armstrong considers it an  
20 outrage that the perjurer,  
21 Miscavige, who operates all  
22 Scientology litigation, now  
23 presses this Court to rip  
24 Armstrong for \$50,000 for  
25 telling the truth.

26  
27 37. After Armstrong's  
28 February 22, 1994 declaration  
was filed in Fishman,

Ex. 10, 23:9-18.

37. Defendant's Evidence

Ex. 10, 23:19-21;

Scientology's evidence, Ex. T.

1 Scientology sought to have the  
2 declaration sealed. Thus  
3 Armstrong wrote his April 24,  
4 1994 declaration opposing the  
5 sealing.

6  
7 38. Armstrong sees the goals  
8 of Scientology's efforts to  
9 seal files and documents such  
10 as his declarations are to  
11 generate confusion, give  
12 Scientology unwarranted  
13 opportunities to bring charges  
14 against its enemies, and to  
15 rewrite its criminal and  
16 antisocial history. Armstrong  
17 sees that these goals add up  
18 to obstruction of justice.

19  
20 39. Armstrong believes that  
21 he had a right to oppose  
22 Scientology's effort to seal  
23 his declaration for his own  
24 defense; and that he had a  
25 right, as permitted by the  
26 Sohigian order, to report  
27 Scientology's criminal  
28 activities; i.e., its  
obstruction of justice.

38. Defendant's Evidence  
Ex. 10, 23:21-26; Exhibit  
1(E), Gerald Armstrong's  
Opposition to Motion to Seal  
Record on Appeal, filed  
October 15, 1991 in  
Scientology v. Armstrong, Case  
No. B 025920, B 038975, pp. 5-  
25.

39. Defendant's Evidence  
Ex. 10, 23:26-28;  
Scientology's request for  
judicial notice in support of  
motion for summary  
adjudication of the 20th cause  
of action of plaintiff's  
second amended complaint,  
Exhibit P.

1 40. Armstrong sees that the  
2 authority to whom such  
3 activities should be reported  
4 in that context was the  
5 Federal Court Judge presiding  
6 over the Fishman case; and  
7 that is what Armstrong did  
8 through his April 24, 1994  
9 declaration.

40. Defendant's Evidence  
Ex. 10, 23:28-24:3.

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ADDITIONAL DISPUTED FACTS (APPLICABLE TO ALL CAUSES OF ACTION)

Armstrong's Claim: Scientology is not entitled to summary adjudication of the Thirteenth, Sixteenth, Seventeenth and Nineteenth Causes of Action because: 1. The liquidated damages provision was unreasonable under the circumstances existing at the time the "contract" was made; 2. Scientology had a completely overwhelming bargaining power at the time of the "settlement;" 3. Scientology's calculation of the liquidated damages is unfathomable; 4. Scientology obtained Armstrong's signature on the subject settlement document by duress; 5. Scientology obtained Armstrong's signature on the subject settlement document by fraud; 6. the settlement agreement is unfair, unreasonable, unconscionable and cannot be specifically performed; 7. Scientology's hands are unclean in this transaction and Scientology is therefore barred from obtaining the relief it seeks; 8. the settlement agreement and Scientology's enforcement thereof are obstructive of justice; 9. all of Armstrong's



1 experiences concerning which Scientology seeks to silence him are  
2 religious in nature and the silencing of the expression of such  
3 experiences by court order is completely barred by the First  
4 Amendment to the United States Constitution; 10. all of  
5 Armstrong's activities which Scientology claims are violations of  
6 the subject agreement are religiously motivated and completely  
7 protected by the First Amendment, and the Religious Freedom  
8 Restoration Act of 1993; and, 11. before Armstrong made the video  
9 at the CAN Convention in which he discussed his experiences,  
10 before Armstrong communicated to Newsweek, before Armstrong was  
11 interviewed on E!TV, and before he communicated with attorney  
12 Graham Berry and anyone else about the Fishman case, Scientology  
13 had subjected him to post-"settlement "fair game," attacked him,  
14 put him in danger, and published its own version of his  
15 experiences to which he was not barred in any way from responding.

16  
17 ARMSTRONG'S ISSUE NO. I

18 Armstrong's Claim: The liquidated damages provision was  
19 unreasonable under the circumstances existing at the time the  
20 contract was made.

21 Armstrong incorporates herein his Disputed Facts, Additional  
22 Facts and Evidentiary Support Nos. 1-40, supra.

23  
24 41. Armstrong had been the  
25 target of Scientology's "fair  
26 game" attacks since 1982.

41. Ex. 1(A) (A)hibit 1-A,  
Appendix pp. 13-15; Ex. 1(C)  
at 920, 921, 925. Armstrong  
specifically repeats and  
includes herein his facts and  
evidence in Nos. 1A-1H,

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supra.

42. Armstrong had not subjected Scientology to "fair game," and did not have a policy or practice of "fair game."

42. Ex. 10, 2:4,5.

43. Scientology had contracted with Armstrong's attorney, Michael Flynn, to not represent him or defend him in the event Scientology continued to attack Armstrong; which it did.

43. Ex. 10, 2:8-11; Exhibit 1(S), Ex parte application to continue hearing on motions for summary adjudication and declaration thereto executed April 7, 1995, at 4:26-6:23.

44. The liquidated damages provision applied to over seventeen years of Armstrong's life, about which it was impossible for him to be silent. On its face the "settlement contract," does not "permit" Armstrong to communicate his experiences to a doctor, lawyer, girlfriend, counselor, minister, or any agency of the government; or face a \$50,000 penalty.

44. Ex. 10, 2:12-25; Plaintiff's Exhibit 1A.

1 45. Scientology was not  
2 intending to honor its promise  
3 to cease "fair game," but was  
4 intending to subject Armstrong  
5 and his friends to more "fair  
6 game," including publishing  
7 its own untrue and perverse  
8 accounts of Armstrong's  
9 history.

45. Ex. 10, 2:26-3:1.

10

11 46. Immediately after the  
12 "settlement," Scientology  
13 provided its account of  
14 Armstrong's history and  
15 documents concerning him to at  
16 least the Los Angeles Times,  
17 and shortly thereafter to at  
18 least the London Sunday Times.  
19 Scientology continued to  
20 attack Armstrong and subject  
21 him to more "fair game" after  
22 the settlement.

46. Ex. 10, 3:1-3:5; 9:17-  
10:16.

23

24 47. Scientology, by its  
25 "settlement contract," was  
26 going to maintain its action  
27 in the Court of Appeal against  
28 Armstrong after the  
"settlement." Through

47. Ex. 10, 3:6-11.

1 Scientology's acts, known by  
2 Scientology and its lawyers at  
3 the time of the settlement,  
4 Armstrong's whole history  
5 contained in the trial record,  
6 became a public record.

7  
8 48. Scientology maintaining  
9 its appeal, coupled with its  
10 intention to continue to  
11 subject Armstrong to "fair  
12 game," kept the pot of  
13 controversy boiling.

48. Ex. 10, 3:6-16.

14  
15 49. Scientology had not been  
16 damaged in any way monetarily  
17 by any statement Armstrong had  
18 made at any time prior to the  
19 "settlement."

49. Ex. 10, 3:17-19.

20  
21 50. There was and is no  
22 relationship between actual  
23 damages sustained by  
24 Scientology and the amount of  
25 the liquidated damages.

50. Ex. 10, 3:19-21.

26  
27 51. All the money Scientology  
28 has spent on litigation  
concerning Armstrong has been

51. Ex. 10, 3:21-24.

1 to further its "fair game"  
2 goals in violation of his  
3 basic human and civil rights,  
4 not on "repairing" "damage" he  
5 has done.

6  
7 52. The unreasonableness of  
8 the liquidated damages  
9 provision is clearly  
10 demonstrated by the way  
11 Michael Flynn dealt with it.  
12 When Armstrong protested the  
13 unreasonableness and the  
14 impossibility of being silent  
15 about his seventeen years of  
16 experiences, Flynn said, "It's  
17 not worth the paper it's  
18 printed on;" "it's  
19 unenforceable." Flynn also  
20 said that "Scientology won't  
21 change it." For that reason  
22 and that reason alone there  
23 was no discussion of the  
24 liquidated damages provision  
25 beyond that point.

26  
27 53. Armstrong saw the  
28 liquidated damages provision  
at the time of the

52. Ex. 10, 3:25-4:3.

53. Ex. 10, 4:3-9.

1 "settlement" as stupid, cruel  
2 and diabolic. Flynn said  
3 "It's not worth the paper it's  
4 printed on;" but "Scientology  
5 won't change it." Armstrong  
6 was left with only one option:  
7 if Scientology wants to keep  
8 the stupid, cruel and diabolic  
9 clauses in its enforceable  
10 "contract," so be it.

11  
12 54. Michael Flynn continues  
13 to say the liquidated damages  
14 provision is evil and  
15 unenforceable; but is afraid  
16 of Scientology's revenge if he  
17 comes forward to so state.  
18 Armstrong has called or  
19 written to Flynn on dozens of  
20 occasions to request him to  
21 put this statement and the  
22 underlying facts in a  
23 declaration. Without  
24 Scientology's release of him  
25 to help, he will not come  
26 forward.

54. Ex. 10, 4:10-14.

27  
28 55. Nancy Rodes, another  
Flynn client in the 1986

55. Ex. 10, 6:9-14; Exhibit  
1(AA), Excerpts from

1 "global settlement," signed a  
2 "settlement contract" which  
3 also includes a \$50,000  
4 liquidated damages provision.

transcript of deposition of  
Nancy Rodes, taken herein  
August 30, 1994, and "mutual  
release agreement," at p. 4, ¶  
6D.

5  
6  
7 56. Ms. Rodes testified that  
8 she was paid \$7,500.00 in  
9 settlement of her claim.

56. Ex. 1(AA), 35:7-14.

10  
11 57. Ms. Rodes testified  
12 concerning the condition  
13 prohibiting her talking about  
14 her life that she had been  
15 told by Flynn that "he didn't  
16 feel that that aspect of the  
17 Agreement would stand up."

57. Ex. 1(AA), 38:18,19.

18  
19 58. Ms. Rodes testified that  
20 she had been told by Flynn  
21 that the "settlement  
22 agreement" is "not really  
23 enforceable...no legal  
24 document can really take away  
25 your rights."

58. Ex. 1(AA), 64:24-65:1.

26  
27 59. Ms. Rodes testified that  
28 Flynn "gave [her] the  
understanding that the clause

59. Ex. 1(AA), 66:14-20.

1 which prevented [her] from  
2 discussing or communicating  
3 [her] experience in  
4 Scientology would not be  
5 enforceable."  
6

7 60. Ms. Rodes testified that  
8 in her decision to sign she  
9 relied "to a fairly large  
10 extent" on Flynn's telling her  
11 that he thought the provisions  
12 with respect to maintaining  
13 silence were not enforceable.  
14

60. Ex. 1(AA) 74:1-6.

15 61. Ms. Rodes testified that  
16 since the "settlement" she has  
17 "discussed [her] experiences  
18 in Scientology with friends  
19 and people [she is] close to.  
20

61. Ex. 1(AA), 73:1,2.

21 62. Ms. Rodes testified that  
22 she "didn't have so much to  
23 say, so much knowledge."  
24

62. Ex. 1(AA), 65:18-19.

25 63. Michael Douglas, another  
26 Flynn client, testified in  
27 this case that he executed an  
28 "agreement" like that of Nancy  
Rodes and was paid \$7,500.00

63. Exhibit 1(Z) Excerpts  
from transcript of deposition  
of Michael Douglas, taken  
herein August 30 and September  
2, 1994, at 54:12-24.



1 as part of the 1986 "global  
2 settlement."

3

4 64. Mr. Douglas testified  
5 that his "settlement contract"  
6 also contained a \$50,000  
7 liquidated damages provision.

8

9 65. Scientology's Exhibit  
10 1(C)-B is a "settlement  
11 agreement" prepared by Michael  
12 Flynn and involving him and  
13 his "settling" clients. At  
14 page 4 it states: "[W]e  
15 acknowledge that many of the  
16 cases/clients involved in this  
17 settlement have been in  
18 litigation against the Church  
19 of Scientology for more than  
20 six to seven years, that many  
21 have been subjected to  
22 intense, and prolonged  
23 harassment by the Church of  
24 Scientology throughout the  
25 litigation, and that the value  
26 of the respective claims  
27 stated therein is measured in  
28 part by the (a) length and  
degree of harassment; (b)

64. Ex. 1(Z), 92:15-23.

65. Ex. 10 at 7:11-8:3;  
Scientology's Exhibit 1(C)-B  
"settlement agreement" at p.  
4.

1 length and degree of  
2 involvement in the litigation;  
3 (c) the individual nature of  
4 each respective claim in  
5 connection with either their  
6 involvement with the Church of  
7 Scientology as a member and/or  
8 as a litigant; (d) the unique  
9 value of each case/client  
10 based on a variety of things  
11 including, but not limited to,  
12 the current procedural posture  
13 of a case, specific facts  
14 unique to each case, and  
15 financial, emotional or  
16 consequential damage in each  
17 case." The "settlement  
18 agreement" involving Flynn and  
19 his clients does not anywhere  
20 state that the amount paid to  
21 the various "settling" parties  
22 by Scientology was related to  
23 the rights they were "giving  
24 up" by signing Scientology's  
25 "settlement agreement," nor  
26 how much damage each person  
27 could cause by speaking out  
28 against Scientology.

1 66. Before the 1986  
2 "settlement" Armstrong had  
3 been subjected to intense, and  
4 prolonged harassment by the  
5 Church of Scientology  
6 throughout the litigation, and  
7 had been severely damaged  
8 emotionally by Scientology's  
9 intense and prolonged  
10 harassment. Scientology paid  
11 him to dismiss his lawsuit  
12 concerning its years of  
13 harassment which resulted in  
14 my emotional damage.  
15 Scientology did not pay  
16 Armstrong to be able to  
17 subject him to further intense  
18 and prolonged harassment and  
19 further emotional damage.  
20 Armstrong believes that  
21 because of Scientology's  
22 intense and prolonged  
23 harassment before the  
24 "settlement," and because of  
25 the emotional damage it  
26 inflicted, it owed him a duty  
27 to be extra careful not to  
28 subject him to any further  
harassment and any further

66. Ex. 10 at 8:3-17;  
Scientology's Exhibit 1(C)-B  
p. 4. Armstrong specifically  
repeats and includes herein  
his facts and evidence in  
Nos. 1A-1H, supra.

1 emotional damage.  
2 Scientology's duty is  
3 reflected in its promise to  
4 cease all "fair game"  
5 activities as an inducement to  
6 "settle" Armstrong's lawsuit.

7

8 ARMSTRONG'S ISSUE NO. II

9 Armstrong's Claim: Scientology had a completely overwhelming  
10 bargaining power at the time of the "settlement;"

11 Armstrong incorporates herein his Disputed Fact and  
12 Evidentiary Support Nos. 1-66 supra.

13

14 67. Armstrong had an utterly                    67. Ex. 10 at 4:19-22.  
15 unequal bargaining power at  
16 the time of the "settlement,"  
17 and yet made a sincere effort  
18 to address the provision and  
19 negotiate.

20

21 68. Armstrong was positioned                    68. Ex. 10 at 4:22-5:3.  
22 by Flynn and Scientology as a  
23 "deal breaker." He was flown  
24 to Los Angeles from Boston  
25 without seeing one word of the  
26 "settlement contract." He was  
27 flown to Los Angeles to "sign"  
28 after Flynn's other clients  
had been brought to Los

1 Angeles. He was told by Flynn  
2 that there would be no deal  
3 for anyone unless he signed.  
4 He was told by Flynn that  
5 Scientology would continue to  
6 subject him, all Flynn's other  
7 clients, and himself to "fair  
8 game" unless Armstrong signed.  
9 Armstrong was told by Flynn  
10 that Scientology was promising  
11 to cease "fair game" against  
12 everyone, and that the  
13 cessation of "fair game"  
14 depended on Armstrong's  
15 signing.

16  
17 69. Armstrong estimates that  
18 Scientology at the time of the  
19 "settlement" had a net worth  
20 estimated at \$500,000,000.  
21 Armstrong had a net worth of  
22 zero.

69. Ex. 10 at 5:3-5.

23  
24 70. Prior to Armstrong's  
25 arriving in Los Angeles  
26 Scientology had already got  
27 Flynn to agree to sign a  
28 contract to not represent or  
assist him if Scientology

70. Ex. 10 at 5:5-11.

1 attacked him after the  
2 "settlement." Flynn's co-  
3 counsel in Armstrong's case,  
4 Julia Dragojevic, was not  
5 representing his interests,  
6 but was going along with  
7 whatever deal Flynn obtained  
8 from Scientology. Armstrong  
9 was essentially without an  
10 attorney representing his  
11 interests and broke.

12  
13 71. Scientology had millions  
14 of dollars, a formidable  
15 litigation machine in-place  
16 and operating, and Armstrong's  
17 own attorney intimidated and  
18 compromised.

71. Ex. 10 at 5:12-14.

19  
20 72. Nevertheless Armstrong  
21 objected to the liquidated  
22 damages provision and  
23 attempted to negotiate, only  
24 to be told by Flynn that "it's  
25 not worth the paper it's  
26 printed on."

72. Ex. 10 at 5:14-16.

27  
28 73. Flynn statement that  
"it's not worth the paper it's

73. Ex. 10 at 5:16-22.

1 printed on" was not a shock to  
2 Armstrong because he had been  
3 required to sign similar "non-  
4 disclosure" documents with  
5 liquidated damages provisions  
6 while inside Scientology, and  
7 Flynn had stated many times  
8 that such documents were "not  
9 worth the paper they were  
10 printed on." These documents  
11 were also found to be  
12 unenforceable by the Court in  
13 Armstrong's original case with  
14 Scientology.

15  
16 74. If Flynn had stated or 74. Ex. 10 at 5:22-25.  
17 even implied at the 1986  
18 "global settlement" that the  
19 liquidated damages provision  
20 was valid and enforceable  
21 Armstrong would never have  
22 signed the document.

23  
24 ARMSTRONG'S ISSUE NO. III

25 Armstrong's Claim: Scientology's calculation of the  
26 liquidated damages is unfathomable.

27 Armstrong incorporates herein his Disputed Fact and  
28 Evidentiary Support Nos. 1-74 supra.

1 75. In its first amended  
2 complaint, Scientology claims  
3 that for a single letter  
4 Armstrong wrote on December  
5 22, 1992, in which he  
6 attempted to bring peace to  
7 Scientology's conflict, it is  
8 due \$950,000.00 in liquidated  
9 damages.

10

11 76. In Scientology's motion  
12 it claims that Armstrong  
13 "spoke multiple times with  
14 Geertz' counsel, Graham Berry,  
15 concerning his claimed  
16 Scientology knowledge and  
17 experiences;" "met with a  
18 cadre of other anti-  
19 Scientology litigants and  
20 would-be witnesses, at Berry's  
21 office, wherein all discussed  
22 Scientology, their claimed  
23 knowledge and experiences;"  
24 and "furnished Berry with not  
25 one, but two declarations  
26 describing his claimed  
27 Scientology knowledge and  
28 experiences." For all these  
"breaches" involving all these

75. Ex. 10, 24:6:12;  
Scientology's request for  
judicial notice, Exhibit A,  
First amended complaint,  
fourteenth cause of action,  
at 20:8-21:7.

76. Ex. 10, 24:6:12;  
Scientology's motion for  
summary adjudication of 13th,  
16th, 17th and 19th causes of  
action, at 9:11-10-4.



1 people Scientology seeks a  
2 "mere" \$50,000.00.

3  
4 77. To Armstrong, there 77. Ex. 10, 24:21-25.  
5 appears to be no rhyme nor  
6 reason to Scientology's  
7 calculation of its "damages;"  
8 only whim. To Armstrong these  
9 unfathomable, whimsical  
10 calculations simply  
11 demonstrate the ridiculous  
12 nature of the "contract,"  
13 rendered, in Scientology's  
14 untrustworthy hands, horribly  
15 cruel.

16  
17  
18 ARMSTRONG'S ISSUE NO. IV

19 Armstrong's Claim: Scientology obtained Armstrong's  
20 signature on the subject settlement document by duress.

21 Armstrong incorporates herein his Disputed Fact and  
22 Evidentiary Support No. 1, A-H, supra.

23  
24 ARMSTRONG'S ISSUE NO. V

25 Armstrong's Claim: Scientology obtained Armstrong signature  
26 on the subject settlement document by fraud.

27 Armstrong incorporates herein his Disputed Fact and  
28 Evidentiary Support Nos. 1, A-H, supra.

1 78. Flynn advised Armstrong  
2 prior to Armstrong's signing  
3 the settlement agreement that  
4 Scientology had promised that  
5 in exchange for his signing  
6 the agreement it was ceasing  
7 all fair game activities and  
8 all attacks against Armstrong,  
9 and everyone else.

10

11 79. The settlement agreement  
12 contains the following  
13 language:

14 7 I. "...the "slate" is  
15 wiped clean concerning past  
16 actions by any party."

17 18. "(D) The parties  
18 hereto and their respective  
19 attorneys each agree not to  
20 disclose the contents of this  
21 executed Agreement. Nothing  
22 herein shall be construed to  
23 prevent any party hereto or  
24 his respective attorney from  
25 stating that this civil action  
26 has been settled in its  
27 entirety.

28 (E) The parties further  
agree to forbear and refrain

78. Ex. 1, 9:1-15; Ex. 1(B),  
p. 4, ¶9, p. 5, ¶11, pp. 17,  
18, ¶¶ 27; Ex. 1(G), 9:25-  
10:4, 11:15-17; Exhibit 1(S),  
Ex parte application to  
continue hearing on motions  
for summary adjudication and  
declaration thereto executed  
April 7, 1995, 5:10-22.

79. Plaintiff's Evidence,  
Exhibit 1A, Mutual Release of  
All Claims and Settlement  
Agreement, pp. 11, 15.

1 from doing any act or  
2 exercising any right, whether  
3 existing now or in the future,  
4 which act or exercise is  
5 inconsistent with this  
6 Agreement."

7  
8 80. Armstrong believed that  
9 the above quoted clauses in  
10 the settlement agreement  
11 required that Scientology  
12 forbear and refrain from  
13 further acts of fair game  
14 against him, and that  
15 Scientology would not say or  
16 publish anything about him,  
17 other than that the case had  
18 been settled in its entirety.

19  
20 81. Indeed, Scientology  
21 entity Author Services, Inc.'s  
22 attorney Lawrence Heller, who  
23 "was personally involved in  
24 the [1986] settlements,"  
25 stated in a declaration  
26 executed November 1, 1989 in  
27 support of Scientology's  
28 motion to delay or prevent the  
taking of certain third party

80. Ex. 1, 15:1-10; Ex. 1(G),  
p. 12, ¶18.

81. Ex. 1(A)(D) Notice of  
Motion and Motion by Defendant  
Author Services, Inc to Delay  
or Prevent the Taking of  
Certain Third Party  
Depositions by Plaintiff dated  
November 1, 1989 in Corydon v.  
Scientology, LASC No. C  
694401, declaration of  
Lawrence E. Heller, 8:27-9:16.

1 depositions, including  
2 Armstrong's, that:  
3 "The non-disclosure  
4 obligations were a key part of  
5 the settlement agreements  
6 insisted upon by all parties  
7 involved."  
8

9 82. Attorney Heller repeated  
10 this averment in the  
11 memorandum of points and  
12 authorities, stating:

13 "One of the key  
14 ingredients to completing  
15 these settlements, insisted  
16 upon by all parties involved,  
17 was strict confidentiality  
18 respecting: (1) the  
19 Scientology parishioner or  
20 staff member's experiences  
21 with the Church of  
22 Scientology; (2) any knowledge  
23 possessed by the Scientology  
24 entities concerning those  
25 staff members or  
26 parishioners."  
27

28 83. In his call to Armstrong  
on November 20, 1989, Heller

82. Ex. 1(A)(D), 4:9-19.

83. Ex. 1(A), p. 21, ¶ 44;  
Ex. 1(B), p. 6, ¶ 13, pp.

1 also stated that Scientology  
2 had signed a non-disclosure  
3 agreement as well and as far  
4 as he knew had lived up to the  
5 agreement. Armstrong listed  
6 out for Heller statements made  
7 by Scientology in violation of  
8 the agreement.

9  
10  
11  
12

13 84. If Armstrong had known  
14 that the meaning of the  
15 settlement agreement was that  
16 Scientology was free to attack  
17 him or anyone else, that it  
18 was going to continue fair  
19 game as before, and that he  
20 would be legally unable to  
21 respond or defend himself or  
22 anyone else, he would never,  
23 for all the money in the  
24 world, have signed the  
25 document.

26

27 85. Since Armstrong signed  
28 the settlement agreement,  
Scientology reneged on its

12,13, ¶19; Ex. 1(B)(L), Notes  
of Gerald Armstrong of  
telephone conversation with  
Lawrence Heller on November  
20, 1989; Ex. 1(B)(M),  
Transcript of Gerald  
Armstrong's side of telephone  
conversation with Lawrence  
Heller on November 20, 1989 p.  
2.

84. Ex. 1, 15:1-10; Ex. 1(H),  
p. 18, ¶17.

85. A. Ex. 1(A), pp. 7-9, ¶¶  
15-19, p. 20, ¶ 43; Ex.  
1(A)(E), Excerpts from 1987

1 promise and continued its fair  
2 game attacks on him. These  
3 fair game attacks after  
4 December, 1986, but prior to  
5 any acts by Armstrong, which  
6 Scientology alleges are  
7 breaches of the agreement,  
8 include, but are not limited  
9 to:

10       A. Delivering "dead  
11 agent documents," on him to  
12 various media representatives.

13  
14       B. Publishing its own  
15 false descriptions of his  
16 Scientology experiences.

17  
18       C. Disseminating to the  
19 media an edited, misleading  
20 and defamatory version of a  
21 secret and illegal videotape  
22 its agents made of him.

23  
24       D. Disseminating his  
25 own documents which  
26 Scientology itself had  
27 requested be sealed.

28

Scientology "Dead Agent"  
document.

B. Ex. 1, 10:12-24; Ex.  
1(A), pp. 7-9, ¶¶ 15-19; Ex.  
1(A)(E).

C. Ex. 1(A), p. 20, ¶ 43;  
Ex. 1(A)(N), Business card of  
Eugene M. Ingram on copy face  
of videocassette; Ex. 1(G),  
14:24-15:3.

D. Ex. 1(A), pp. 10-12; Ex.  
1(A)(F), First Affidavit of  
Kenneth Long executed October  
5, 1987 and filed in  
Scientology v. Miller &  
Penguin Books, High Court of

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Justice, London, England, Case No. 1987 C 6140, pp. 2-14, ¶¶ 2-26, and all exhibits thereto.

E. Filing affidavits about him in a civil lawsuit in England which falsely asserted, inter alia, that he violated court orders and was an admitted agent provocateur of the US Government.

E. Ex. 1(A), pp.9-18, ¶¶ 21-39; Ex. 1(A)(F), p. 2-14, ¶¶ 2-26; Ex. 1(A)(G), Second Affidavit of Kenneth Long executed October 5, 1987 and filed in Miller, p. 2-17, ¶¶ 3-32; Ex. 1(A)(H), Third Affidavit of Kenneth Long executed October 5, 1987 and filed in Miller, p. 2, ¶ 3, p. 4, ¶¶ 8,9; Ex. 1(A)(I), First Affidavit of Sheila Chaleff executed October 5, 1987 and filed in Miller, p. 3, ¶ 7; Ex. 1(A)(J), Fourth Affidavit of Kenneth Long executed October 7, 1987 and filed in Miller, p. 2-8, ¶¶ 2-16; Ex. 1(A)(K), Fifth Affidavit of Kenneth Long executed October 8, 1987 and filed in Miller, p. 2-7, ¶¶ 3-15.

F. Threatening him with

F. Ex. 1(A), p. 9, ¶ 20.

1 being sued if he even talked  
2 to attorneys in the case in  
3 which the false charges were  
4 being made about him.

5  
6 G. Threatening to  
7 expose a private writing if he  
8 did not assist Scientology's  
9 effort to prevent a civil  
10 litigant, Bent Corydon from  
11 obtaining access to the  
12 Armstrong case file.

13  
14 H. Threatening him with  
15 being sued if he testified  
16 about his Scientology  
17 experiences even pursuant to a  
18 subpoena.

G. Ex. 1(A), p. 18, ¶ 40.

H. Ex. 1, 11:2-11; Ex. 1(A),  
pp. 2,3, ¶4, pp. 3,4, ¶¶ 7,8,  
pp. 7-9, ¶¶ 15-19; pp. 20,21,  
¶44; Ex. 1(B), pp. 9,10, ¶ 16;  
pp. 11-13, ¶¶ 18, 19; Ex.  
1(B)(J), Notes of Gerald  
Armstrong of telephone  
conversation with Lawrence  
Heller on October 23, 1989;  
Ex. 1(B)(K), Notes of Gerald  
Armstrong of telephone  
conversation with Lawrence  
Heller on October 25, 1989;  
Ex. 1(B)(L); Ex. 1(B)(M); Ex.  
1(H), p. 11, ¶ 14.



1 I. Threatening him with  
2 being sued for being in court  
3 to attend a hearing concerning  
4 his own deposition.  
5

6  
7 86. The first thing Armstrong  
8 did in response to  
9 Scientology's post-settlement  
10 fair game attacks was to file  
11 two petitions in the  
12 California Court of Appeal to  
13 be able to respond in the then  
14 pending appeal Scientology had  
15 taken from the 1984 decision  
16 in the Armstrong case, and the  
17 appeal Scientology had taken  
18 from the unsealing by Bent  
19 Corydon of the Armstrong court  
20 file. Over Scientology's  
21 objections, the Court of  
22 Appeal granted his petitions.  
23 The Court also unsealed the  
24 subject settlement agreement,  
25 which Armstrong had filed as a  
26 "sealed exhibit" to his  
27 petitions.  
28

87. From the time Armstrong

I. Ex. 1(A), p. 23, ¶ 51;  
Ex. 1(B), pp. 11, 12, ¶18, Ex.  
1(B)H, Declaration of Gerald  
Armstrong, executed March 26,  
1990.

86. Ex. 1, 11:11-20; Ex. 1(A)  
and all Exhibits thereto; Ex.  
1(A), pp. 23,24, ¶¶ 52-54; Ex.  
1(A)(P), Respondents's  
Petition for Permission to  
File Response and for an  
Extension of Time to File  
Response filed in the  
California Court of Appeal  
February 28, 1990 in  
Scientology v. Armstrong, Case  
No. B025920; Ex. 1(A)(Q),  
Defendants's Petition for  
Permission to File Response  
and for Time to File filed in  
the California Court of Appeal  
March 1, 1990 in Scientology  
v. Armstrong, Case No.  
B038975; Ex. 1(B), and all  
Exhibits thereto; Ex. 1(G),  
15:25-16:4.

87. A. a. Ex. 1, p. 20, ¶ 40-

1 petitioned the Court of  
2 Appeal, Scientology has  
3 continued its fair game  
4 attacks on him without  
5 ceasing. These fair game  
6 attacks include, but are not  
7 limited to:

8       A. Disseminating to the  
9 media "dead agent packs" of  
10 "black propaganda" on him  
11 which provide Scientology's  
12 false version of Armstrong's  
13 experiences and include at  
14 least the following lies:

15       a. that Armstrong  
16 testified falsely at trial in  
17 1984;

18  
19       b. that he "has adopted  
20 a degraded life-style;"

21  
22       c. that he was  
23 "apparently naked" in a  
24 newspaper photo;

25  
26       d. that he is connected  
27 to Cult Awareness Network  
28 described as "a referral  
agency for those who engage in

A, Exhibit O, Set of Bates-  
stamped Scientology  
publications, known as "dead  
agent documents" concerning  
Gerald Armstrong and Judge  
Paul G. Breckenridge, Jr.,  
produced by Scientology  
herein, and authenticated by  
Scientology representative  
Lynn R. Farny, at Bates  
stamped pages 200048, 200054;  
200191; 200196.

b. Ex. 1(O), 200049; 200191.

c. Ex. 1(O), 200049, 200191.

d. Ex. 1(O), 200049; 200191.

1 the illegal activity of  
2 kidnapping adults for the  
3 purpose of forcibly persuading  
4 them to abandon their  
5 religious beliefs;"

6  
7 e. that Armstrong's  
8 defense at his 1984 trial "was  
9 a sham and a fraud;"

10

11 f. that the LAPD  
12 "authorized [Scientology's]  
13 videotapes of Armstrong;

14

15 g. that Armstrong  
16 wanted to plant fabricated  
17 documents in Scientology files  
18 and tell the IRS to  
19 conduct a raid;

20

21 h. that he wanted to  
22 plunder Scientology for his  
23 own financial gain;

24

25 i. that he never  
26 intended to stick to the terms  
27 of the settlement agreement;

28

j. that Armstrong's

e. Ex. 1(O), 200049, 200050;  
200192; 200359.

f. Ex. 1(O), 200050; 200192;  
200360.

g. Ex. 1(O), 200050-200052;  
200360; 200361; 200669.

h. Ex. 1(O), 200051; 200193.

i. Ex. 1(O), 200053; 200196;  
200362.

j. Ex. 1(O), 200054; 200196.

1 motives in writing attorney  
2 Eric Lieberman regarding the  
3 Nothing case were money and  
4 power;

5  
6 k. that he was  
7 incompetent as a researcher on  
8 the Hubbard biography project;

9  
10 l. that he wanted to  
11 orchestrate a coup in which  
12 members of the US Government  
13 would wrest control of  
14 Scientology.

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16  
17 B. Using transcripts  
18 and other documents to attack  
19 Armstrong which Scientology  
20 itself has insisted be sealed.

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26 C. Publishing "black  
27 propaganda" on Armstrong  
28 without stating its source  
which provide Scientology's

k. Ex. 1(O), 200054; 200196;  
200367.

l. Ex. 1(O), 200052; 200194.

B. Ex. 1(O), 200072-200094;  
200096-200013; 200670; 200054  
("section 11"); 200055  
("section 13"); 200196  
("section 11"); 200670 ("(See  
letter, page 31)"); 200361  
("Section 2"); 200368  
("Section 19").

C.a. Exhibit 1(L), Scientology  
publication entitled  
"FACTNet" - Perversions,  
Criminality and Lies."

1 false version of his  
2 experiences and include at  
3 least these false and/or  
4 perverted charges:

5 a. that he was formerly  
6 a heavy drug user;

7  
8 b. that he was paid to  
9 provide homosexual sex;

10  
11 c. that a Marin  
12 Independent Journal photo  
13 showed him in the nude holding  
14 the globe;

15  
16 d. that he is a  
17 psychotic and lives in a  
18 delusory world;

19  
20  
21 D. Scientology (CSI)  
22 director Michael Rinder on May  
23 9, 1994, wrote a letter to the  
24 Mirror Newspaper Group in  
25 London, United Kingdom in  
26 which he stated that Armstrong  
27 "has now distinguished himself  
28 by posing naked in a  
newspaper;"

Scientology at p. 3.

b. Ex. 1(L), at p. 3.

c. Ex. 1(L), at p. 3.

d. Exhibit 1(M), Scientology  
publication entitled  
"FACTNet" Still Off the  
Rails," at p. 2.

D. Exhibit 1(N), Letter from  
Michael Rinder, Church of  
Scientology International  
executive and director of  
plaintiff herein, to Mirror  
Group Newspapers in London,  
United Kingdom dated May 9,  
1994, at p. 2.

1 E. Church of  
2 Scientology International  
3 President Heber Jentzsch on  
4 August 5, 1993 wrote a letter  
5 to E! Television in which he  
6 stated that Armstrong "has no  
7 relation to art or  
8 artists...except, of course,  
9 for the photo of himself,  
10 nude, hugging the globe;"  
11

12 F. Scientology agent  
13 Eugene Ingram spread the rumor  
14 that Armstrong has AIDS;  
15  
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19  
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28 G. Scientology agent  
Garry Scarff was briefed by

E. Exhibit 1(U), Letter from  
Church of Scientology  
International President Heber  
Jentzsch to E! Television  
dated August 5, 1993.

F. Ex. 1, 23:20-23, Exhibit  
10, Second Declaration of  
Gerald Armstrong in Opposition  
to Motion for Summary  
Adjudication of 13th, 16th,  
17th & 19th Causes of Action  
of Second Amended Complaint,  
executed September 9, 1995,  
10:1-6, 11:13-25; Exhibit  
10(A), Videotape taken by  
Eugene Ingram of Gerald  
Armstrong at November, 1992  
Cult Awareness Convention,  
produced by Scientology herein  
(lodged separately).

G. Exhibit 1(K), Declaration  
of Garry L. Scarff, executed

1 Ingram to expand on the "fuck  
2 buddy" relationship between  
3 attorney Ford Greene and  
4 Armstrong;

5  
6 H. Filing declarations  
7 in various courts containing  
8 false charges, and then using  
9 the settlement agreement to  
10 prevent him from responding or  
11 punish him for responding;

February 11, 1993 and filed  
herein in opposition to order  
to show cause re contempt, at  
4:6-10, 5:10-12.

H. Exhibit 1(P), Declaration  
of David Miscavige, executed  
February 8, 1994 and filed in  
Scientology v. Steven Fishman,  
supra, 31:22-32:14;  
Scientology's Request for  
Kudicial Notice, Exhibit A,  
second amended complaint, 19th  
cause of action, at 25:16-  
26:18; Scientology's motion  
for summary adjudication of  
13th, 16th, 17th & 19th causes  
of action, at 9:9-10:4;  
Exhibit 1(E)(C), Scientology's  
Supplemental Memorandum in  
Support of Defendant's Motion  
to Dismiss Complaint with  
Prejudice, filed August 26,  
1991 in Aznaran, supra, at  
5:11-6:12, and declaration of  
Lynn R. Farny appended  
thereto, at pp 39-41;  
Scientology's evidence in  
support of motion for summary

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I. Attempting to have  
Armstrong jailed for contempt  
of court based on  
mischaracterization of his  
actions and manufactured  
actions;

adjudication, Exhibit 1J,  
declaration of Gerald  
Armstrong executed September  
3, 1991, and filed in Aznaran.

I. Ex. 1(H)(DD),  
Scientology's Ex parte  
Application for Order to Show  
Cause Why Gerald Armstrong  
Should Note Be Held in  
Contempt, filed herein  
December 31, 1992; Exhibit  
1(J) Declaration of Gerald  
Armstrong in Opposition to  
Motions for Summary  
Adjudication Fourth, Sixth and  
Eleventh Causes of Action of  
Second Amended Complaint,  
Authenticating Exhibits, 7:20-  
8:12; Ex. 1(J)(L); Exhibit  
1(J)(M), "Why Thetans Mock  
Up," Scientology Bulletin by  
L. Ron Hubbard dated October  
1, 1969, Bates stamped p.  
700576; Plaintiff's Evidence,  
Exhibit 1EEEE, declaration of  
Gerald Armstrong, executed  
February 2, 1993.



1 J. Providing  
2 documentation to Premiere  
3 magazine about Armstrong,  
4 including partial transcripts  
5 of the illegal Ingram  
6 videotaping of Armstrong and  
7 then using the settlement  
8 agreement to punish Armstrong  
9 for responding;

10  
11 K. Providing a press  
12 release to the Marin  
13 Independent Journal concerning  
14 the Court's ruling of January  
15 27, 1995, which discusses  
16 Armstrong's Scientology  
17 experiences and contains the  
18 false statement that he  
19 "promised [in the settlement  
20 agreement] to refrain from  
21 spreading falsehoods about  
22 [Scientology];" and then using  
23 the settlement agreement to  
24 punish Armstrong for  
25 responding;

26  
27 L. Secretly videotaping  
28 him.

J. Exhibit 1(Q), Article  
"Catch a Rising Star," by John  
H. Richardson in Premiere,  
September, 1993, p. 88;  
Scientology's motion for  
summary adjudication, at 8:18;  
Scientology's evidence,  
Exhibit 1GGG, letter from  
Gerald Armstrong to Premiere.

K. Exhibit 1(T), Scientology  
press release from Nancy  
O'Meara and Andrew H. Wilson  
regarding January 27, 1995  
ruling by Judge Gary W. Thomas  
granting summary adjudication;  
Scientology's motion for  
summary adjudication, at  
14:22-15:5; Scientology's  
evidence, Exhibit 1IIII,  
letter from Gerald Armstrong  
to Nancy O'Meara.

L. Ex. 1(E)(E), pp. 29-33,  
Letters of August 21 and  
August 22, 1991 to Scientology

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88. Scientology has also continued to carry out fair game against its other perceived enemies, many of them Armstrong's friends and associates who include Ford Greene, Hana Whitfield, Dennis Erlich, Lawrence Wollersheim, Jonathan Atack, Margery Wakefield, Nancy McLean and Malcolm Nothling.

attorney Eric Lieberman.  
88. Ex. 1, 24:5-24; Ex. 10, 11:5-12:7; Ex. 9, 1:18-5:21; Ex. 9(B), in toto; Ex. 2, 1:12-27, 8:20-26, 6:21-12:18; Ex.2(A), 8:5-29:17, 38:4-41:7; Exhibit 3, Declaration of Dennis Erlich in Opposition to Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, and Authenticating Exhibits, executed April 6, 1995, 3:9-19; Exhibit 4, Declaration of Margery Wakefield in Opposition to Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, and Authenticating Exhibits, executed April 7, 1995, 3:25-3:17; Exhibit 4(B), Scientology's Motion for Order to Show Cause Why Plaintiff Should Not Be Held in Criminal

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Contempt, filed February, 1993  
in Wakefield v. Scientology,  
US District Court for the  
Middle District of Florida,  
Case no. 82-1313-Civ-T-10;  
Exhibit 5, Declaration of  
Keith Scott in Opposition to  
Motions for Summary  
Adjudication of 20th Cause of  
Action; and 13th, 16th, 17th &  
19th Causes of Action of  
Second Amended Complaint,  
executed April 5, 1995,  
3:6:15; Exhibit 6, Declaration  
of Malcolm Nothling in  
Opposition to Motions for  
Summary Adjudication of 20th  
Cause of Action; and 13th,  
16th, 17th & 19th Causes of  
Action of Second Amended  
Complaint, and Authenticating  
Exhibits, executed April 2,  
1995, 2:6-11, 2:17-21; Exhibit  
6(A), Sworn Statement, pp 1,2,  
¶¶ 3-7; Ex. 7, pp. 1-3, ¶¶ 6-  
12, p. 4, ¶ 16; Exhibit 7, §  
"General Report on Scientology  
- Declaration of Jonathan  
Caven-Atack," p. 1, ¶2, pp.

1 12-16, ¶¶68-90; Exhibit 7(A)  
2 Booklet "Total Freedom Trap:  
3 Scientology, Dianetics and L.  
4 Ron Hubbard, by Jon Atack,  
5 Theta Communications, Ltd.,  
6 1992, pp. 18,19, 28; Exhibit  
7 7(B), Scientology Booklet  
8 "Anatomy of a Propagandist"  
9 Theta Communications  
10 International, undated. pp. 1-  
11 end; Exhibit 8, Declaration of  
12 Nancy McLean in Opposition to  
13 Motions for Summary  
14 Adjudication of 20th Cause of  
15 Action; and 13th, 16th, 17th &  
16 19th Causes of Action of  
17 Second Amended Complaint, and  
18 Authenticating Exhibits,  
19 executed April 5, 1995, 1:17-  
20 3:6; Ex.1(L), pp. 1-5; Ex.  
21 1(M), pp. 1-3.

22  
23  
24 **ISSUE NO. VI**

25 **Armstrong's Claim: The settlement agreement is unfair,**  
26 **unreasonable, unconscionable and cannot be specifically performed.**

27 **Armstrong incorporates herein his Disputed Facts, Additional**  
28 **Facts and Evidentiary Support Nos. 1-88, supra.**

1 89. Scientology's  
2 interpretation of the  
3 settlement agreement is that  
4 it can say whatever it wants  
5 to anyone in any form at any  
6 time about Armstrong and that  
7 he has no right to respond.

8  
9  
10  
11  
12  
13 90. Armstrong has been "fair  
14 game" since 1982.

89. Ex. 1, 15:1-3; Ex.  
1(B)(F), Declaration of  
Lawrence Heller executed March  
27, 1989 and filed in Corydon,  
supra., 34:26-35-13;  
Scientology's motions for  
summary adjudication of 20th  
cause of action, and 13th,  
16th, 17th and 19th causes of  
action of second amended  
complaint filed herein.

90. Ex. 1(A)(A), 5:3-19; 7:9-  
12:9; Ex. 1(A)(A) Appendix,  
13:4-15:3; Ex. 1(B), pp. 17,  
18, ¶ 27; Ex. 1(C), at 920,  
921, 925; Exhibit 1(I)(U),  
Deposition testimony herein  
July 11 and July 26, 1994 of  
Lynn Farny ("Farny") Secretary  
and corporate representative  
of plaintiff CSI, at 250:24-  
251:6; Ex. 1(I)(AA); Ex.  
1(I)(BB); Ex. 1(I)(CC),  
"Suppressive Persons and  
Suppressive Groups List, Flag  
Executive Directive" dated  
July 25, 1992, (alphabetical  
list). Armstrong specifically

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91. Armstrong's cross-complaint against Scientology for fraud and years of fair game attacks was set in December, 1986 to go to trial in March, 1987.

92. Armstrong agreed, in exchange for monetary payment, Scientology's cessation of fair game against him and others and its release of him from all acts and claims, to dismiss his cross-complaint and release Scientology for all its acts and claims up to the date of settlement. Nowhere in the agreement does it state that Armstrong released Scientology from future acts, that Scientology may say or publish whatever it wants about him, nor that he

repeats and includes herein his evidence in additional facts Nos. 85 and 87, supra.

91. Ex. 1(A) p. ¶ 1; Ex. 1(A)(A), 12:10-16; Exhibit 1(A)(B) Opinion of California Court of Appeal dated December 18, 1986 in Scientology v. Armstrong, Case No. B005912, at 13; Ex. 1(G), 11:7-10; Ex. 1(H), p. 18, ¶17.

92. Plaintiff's Evidence, Exhibit A, p. 1-6, ¶¶ 1-6C; Ex. 1, 9:1-25; Ex. 1(B), p. 4, ¶9, p. 5, ¶11, pp. 17, 18, ¶¶ 27; Ex. 1(A)(D), declaration of Lawrence E. Heller, 8:27-9:16; Ex. 1(G), 9:25-10:4, 11:15-17; Ex. 1(S), and declaration thereto, 5:10-22.

1 waived any right to respond to  
2 any such statement.

3  
4 93. The settlement agreement,  
5 however, specifically states  
6 that Armstrong waived his  
7 right to respond in any appeal  
8 Scientology might take from  
9 the 1984 decision in his case  
10 by Judge Breckenridge.

11  
12 94. In spite of that specific  
13 waiver, the Court of Appeal  
14 granted Armstrong's petition  
15 to respond, which was based in  
16 part on his assertion that  
17 being held by contract from  
18 not responding worked a fraud  
19 upon the Court.

20  
21 95. The Court of Appeal also  
22 granted Armstrong's petition  
23 to respond in the appeal  
24 Scientology had taken from the  
25 unsealing of the Armstrong  
26 court file, which petition was  
27 based in part on his assertion  
28 that being held by contract  
from not responding worked a

93. Plaintiff's Evidence,  
Exhibit A, pp. 4,5, ¶¶ 4A, 4B.

94. Ex. 1(A)(P).

95. Ex. A, and all exhibits  
thereto; 1(A)(Q); Ex. B, and  
all exhibits thereto; Ex. C.

1 fraud upon the Court, and on  
2 the acts of fair game  
3 perpetrated against him by  
4 Scientology after the 1986  
5 settlement.

6  
7 96. Flynn advised Armstrong  
8 that what Scientology was  
9 paying him for in the  
10 settlement was his dismissal  
11 of his cross-complaint and his  
12 release of Scientology for all  
13 its prior acts.

14  
15 97. Armstrong never agreed  
16 to permit Scientology to  
17 continue fair game, to be  
18 himself a punching bag, or a  
19 willing victim, to be a tool  
20 of Scientology's obstruction  
21 of justice or its suppression  
22 of our brothers; and would  
23 never agree to such a  
24 condition for any amount of  
25 money.

26  
27 98. Other people who  
28 understand Scientology's fair  
game philosophy and practices

96. Ex. 1(B), p. 3, ¶7;  
Plaintiff's Evidence, Exhibit  
A, ¶¶ 1,4,5,6,8; Ex. 1(G),  
8:28-9:5.

97. Ex. 1, 14:28-15:10; Ex.  
1(A), p. 7, ¶ 14, p. 22, ¶ 46;  
Ex. 1(B), pp. 17, 18, ¶27; Ex.  
1(H), p. 18, ¶ 17.

98. Ex. 9, 4:4-5:13; Ex. 2,  
17:13-26; Ex. 3, 3:20-4:8; Ex.  
4, 3:9-17; Ex. 5, 1:21-3; Ex.



1 also view Scientology's  
2 interpretation of the  
3 settlement agreement  
4 unconscionable.

6, 1:23-4:6; Ex, p. 3, ¶¶ 12-  
16.

5  
6 99. Nancy McLean and Margery  
7 Wakefield, view the way  
8 Scientology is using the  
9 settlement agreements as so  
10 unconscionable that they have  
11 risked court orders and prison  
12 to continue to speak out  
13 against Scientology's  
14 antisocial practices.

99. Ex. 1, 24:5-24; Ex. 4,  
2:25-17; Ex. 4(B); Ex. 8,  
2:22-25.

15  
16 100. On December 23, 1991, at  
17 the hearing of a motion  
18 brought by Scientology in the  
19 original Armstrong case to  
20 enforce the settlement  
21 agreement, Los Angeles  
22 Superior Court Judge Bruce R.  
23 Geernaert, stated regarding  
24 the agreement:

100. Exhibit 1(Y), Partial  
transcript of proceedings,  
December 23, 1991, in  
Scientology v. Armstrong, Los  
Angeles Superior Court No. C  
420153, at 52:5:19.

25 "So my belief is Judge  
26 Breckenridge, being a very  
27 careful judge....if he had  
28 been presented that whole  
agreement and if he had been

1 asked to order its  
2 performance, he would have dug  
3 his feet in because that is  
4 one .... I'll say one of the  
5 most ambiguous, one-sided  
6 agreements I have ever read.  
7 And I would not have ordered  
8 the enforcement of hardly any  
9 of the terms if I had been  
10 asked to, even on the threat  
11 that, okay the case is not  
12 settled. ¶ I know we like to  
13 settle cases. But we don't  
14 like to settle cases and, in  
15 effect, prostrate the court  
16 system into making an order  
17 which is not fair or in the  
18 public interest."

19  
20 101. On February 19, 1992,  
21 fifteen days after Scientology  
22 filed the instant case,  
23 Armstrong's attorney Ford  
24 Greene wrote to Scientology  
25 attorney Laurie Bartilson and  
26 requested that Scientology  
27 release Armstrong's attorneys  
28 Michael Flynn, Bruce Bunch and  
Julia Dragojevic from any

101. Exhibit 1(V), Letter from  
Ford Greene to Laurie  
Bartilson dated February 19,  
1992.

1 contract by Scientology which  
2 prohibited them from providing  
3 Armstrong with a declaration  
4 or otherwise assisting him in  
5 this case.

6  
7 102. On February 24, 1992,  
8 Greene wrote to Bartilson and  
9 requested that Scientology  
10 release other settling  
11 parties, specifically, Nancy  
12 Dincalci, Kima Douglas,  
13 Michael Douglas, Robert  
14 Dardano, Warren Friske,  
15 William Franks, Laurel  
16 Sullivan, Edward Walters,  
17 Howard Schomer, Martin  
18 Samuels, Julie Christopherson,  
19 Nancy McLean, Tonja Burden,  
20 Gabe Cazares and Margery  
21 Wakefield, from any contract  
22 by Scientology which  
23 prohibited them from providing  
24 Armstrong with a declaration  
25 or otherwise assisting him in  
26 this case.

27  
28 103. On March 3, 1992  
Bartilson wrote to Greene,

102. Exhibit 1(W), Letter from  
Ford Greene to Laurie  
Bartilson dated February 24,  
1992.

103. Exhibit 1(X), Letter from  
Laurie Bartilson to Ford

1 refusing to release  
2 Armstrong's attorneys or other  
3 settling parties. Scientology  
4 has refused throughout this  
5 litigation to release either  
6 Armstrong's attorneys or the  
7 settling parties from any  
8 contracts by which they are  
9 prohibited from assisting  
10 Armstrong.

Greene dated March 2, 1992.

11  
12 104. Flynn recently told  
13 Armstrong that if he were free  
14 to do so he would testify  
15 that:

104. Ex. 1(S), 4:26-6:23.

16       Scientology prior to and  
17 during the time he was  
18 involved in litigation used  
19 the legal system and force  
20 against perceived critics and  
21 targeted "enemies" to  
22 eliminate ideas antithetical  
23 to its own; that this went  
24 under the heading "fair game,"  
25 and included the concepts of  
26 "attack the attacker," and  
27 "black propaganda;" that  
28 Scientology swore to give up  
these practices and begged for

1 a settlement as a means of  
2 obtaining an opportunity to  
3 prove that it had given up  
4 these practices; that, but for  
5 Scientology's promise that it  
6 was giving up all fair game  
7 practices, he would never have  
8 agreed to sign, nor had  
9 Armstrong or any other client  
10 agree to sign, Scientology's  
11 settlement documents; that the  
12 depth of his and Armstrong's  
13 principles and extent of  
14 dedication to the truth is  
15 manifested by the successful  
16 litigation of the case  
17 Scientology v. Armstrong, Los  
18 Angeles Superior Court No. C  
19 420153; that intrinsic to the  
20 agreement was the recognition  
21 that the Armstrong cross-  
22 complaint was about to go to  
23 trial, that Scientology had  
24 substantial liability therein,  
25 and that there had been a  
26 verdict of \$30,000,000 against  
27 Scientology in the case of  
28 Wollersheim v. Scientology,  
also in LA Superior Court

1 within less than five months  
2 of the December, 1986  
3 settlement; that he was the  
4 subject of fair game from 1979  
5 through 1986, had been sued  
6 fifteen times by Scientology,  
7 had been harassed  
8 unmercifully, framed,  
9 threatened, his marriage  
10 ruined and his family and  
11 career threatened, and that he  
12 was desperate to get out of  
13 the fair game threat; that  
14 there were no negotiations  
15 concerning the liquidated  
16 damages condition of the  
17 settlement agreement; that  
18 there were no negotiations  
19 involving Armstrong; that he  
20 believed that, despite  
21 Scientology's refusal to not  
22 include the condition, it was  
23 and is unenforceable, and told  
24 Armstrong so at the time; that  
25 there is no reasonable  
26 relationship between  
27 Scientology's actual damages  
28 and the liquidated damages;  
that the bargaining power of

1 the parties was completely  
2 lopsided in Scientology's  
3 favor; that there was supposed  
4 to be a "clean slate," after  
5 the settlement; and, that if  
6 Scientology published anything  
7 about Armstrong after the  
8 settlement Armstrong was not  
9 prohibited from responding to  
10 such post-settlement  
11 statements.

12  
13 105. On April 6, 1995,  
14 Armstrong applied to Judge  
15 Gary W. Thomas ex parte for an  
16 order releasing Flynn from the  
17 contract by which Scientology  
18 prohibited him from helping  
19 Armstrong. Scientology opposed  
20 Armstrong's application and  
21 Judge Thomas denied it.

105. Ex. 1(S).

22  
23 **ISSUE VII**

24 **Armstrong's Claim: Scientology's hands are unclean in this**  
25 **transaction and Scientology is therefore barred from obtaining the**  
26 **relief it seeks.**

27 **Armstrong incorporates herein his Disputed Facts, Additional**  
28 **Facts and Evidentiary Support Nos. 1-105, supra.**

1 106. In his decision after the  
2 1984 trial in the Armstrong  
3 case Judge Breckenridge ruled  
4 that Scientology did not have  
5 "clean hands," with respect to  
6 Armstrong as a result of its  
7 "suppressive person" declares  
8 and the fair game actions  
9 which followed.

106. Ex. 1(A), 1:25-28.

10  
11 107. This decision was  
12 affirmed in its totality by  
13 the Court of Appeal in 1991,  
14 which also noted that the  
15 "declares" subjected Armstrong  
16 to, the "Fair Game Doctrine,"  
17 "which permits a suppressive  
18 person to be "tricked, sued or  
19 lied to or destroyed...[or]  
20 deprived of property or  
21 injured by any means by any  
22 Scientologist."

107. Ex. 1(C).

23  
24 108. Following the  
25 Breckenridge decision,  
26 Scientology continued to  
27 subject Armstrong to fair  
28 game.

108. Ex. 1, 5:5-6:19; Ex.  
1(G), 6:13-7:7; Ex. 1(G)(M);  
Ex. 1(G)(N); Ex. 1(G)(O); Ex.  
1(B), p. 1, ¶ 2; Ex. 1(B)(O),  
3:15-8:16; Ex. 1(B)(P), 6:4-  
11:12.



1 109. Scientology subjected  
2 Armstrong's attorney Michael  
3 Flynn to fair game.

109. Ex. 1, 6:20-7:7; Ex.  
1(G), 9:6-24; Ex. 1(B), p. 1,  
¶ 2, pp. 3,4,5 ¶8, ¶11; Ex.  
1(B)(O), pp. 60-74; Ex. 1(H),  
pp. 8,9, ¶ 12; Exhibit 7, p.  
4, ¶16; Ex. 1(G)(L), pp. 4,5,  
(5); Ex. 1(G)(M); Ex. 1(G)(N);  
Ex. 1(G)(O).

9  
10 110. Scientology promised to  
11 discontinue fair game against  
12 Armstrong and others as an  
13 inducement for settlement;  
14 then reneged on that promise  
15 and have continued fair game  
16 against Armstrong since the  
17 settlement.

110. Ex. 1, 9:1-15; Ex. 1(B),  
p. 4, ¶9, p. 5, ¶11, pp. 17,  
18, ¶¶ 27; Ex. 1(G), 9:25-  
10:4, 11:15-17; Ex.1(S), 5:10-  
22. Armstrong specifically  
repeats and includes herein  
his evidence in additional  
facts Nos. 85 and 87, supra.

18  
19 111. Prior to Armstrong  
20 speaking publicly about his  
21 experiences in Scientology,  
22 Scientology engaged him in  
23 public controversy by  
24 publishing and disseminating  
25 its own versions of his  
26 experiences, and has continued  
27 thereafter to publish and  
28 disseminate its versions of  
his experiences.

111. Armstrong specifically  
repeats and includes herein  
his evidence in additional  
facts Nos. 85 and 87, supra.

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28

ISSUE VIII

Armstrong's Claim: The settlement agreement and Scientology's enforcement thereof are obstructive of justice.

Armstrong incorporates herein his Disputed Facts, Additional Facts and Evidentiary Support Nos. 1-111, supra.

112. Scientology claims that by the settlement it was free to comment upon Armstrong's statements, and that Armstrong could not respond to Scientology's post-settlement comments.

112. Ex. 1, 15:1-3; Ex. 1(B)(F), 34:26-35-13; Scientology's motions for summary adjudication of 20th cause of action, and 13th, 16th, 17th and 19th causes of action of second amended complaint filed herein.

113. Scientology characterized Armstrong's statements, which it claims it is free to comment on, as "often bizarre allegations."

113. Ex. 1(B)(E), Scientology's Opposition of Defendants to Motion for an Order Directing Non-Interference with Witnesses and Disqualification of Counsel, filed March 27, 1990 in Corydon, supra, 14:25-15:1.

114. Lawrence Heller testified that "[a]t the time of the Armstrong settlement, information from Mr. Armstrong

114. Ex. 1(B)(F), 35:2-4.

1 was being used in a number of  
2 cases around the world."

3  
4 115. Scientology staff member  
5 Kenneth Long stated in a  
6 declaration executed January  
7 19, 1995 that prior to  
8 December, 1986, Armstrong had  
9 testified in 15 cases a total  
10 of 28 trial days, had been  
11 deposed for 19 days, and had  
12 executed 28 declarations in 15  
13 cases all of which concerned  
14 Scientology and its related  
15 entities.

16  
17 116. In the same declaration  
18 Long describes Armstrong as,  
19 inter alia, "an anti-Church  
20 litigant and a professional  
21 witness against the Church in  
22 other litigation" and "a  
23 paralegal who worked  
24 extensively on anti-Church  
25 cases."

26  
27 117. In Armstrong's expert  
28 opinion, "[t]he whole set of  
"settlement agreements," which

115. Exhibit 1(BB),  
Declaration of Kenneth D. Long  
in support of plaintiff's  
reply in support of motion for  
summary adjudication of the  
fourth, sixth and eleventh  
causes of action of  
plaintiff's second amended  
complaint, filed herein  
January 20 1995, 1:24-28.

116. Ex. 1(BB), 1:20:22.

117. Ex. 1, 15:10-20.

1 are commonly known as the  
2 "Flynn agreements," are unfair  
3 to anyone who litigates either  
4 as a defendant or plaintiff  
5 against Scientology, since  
6 these agreements remove  
7 knowledgeable witnesses from  
8 the legal arena and drive up  
9 litigation costs. The  
10 "agreements" are also unfair  
11 to the public because they  
12 allow Scientology's leaders to  
13 rewrite history, lie about  
14 judicially credited  
15 information, attack the  
16 sources of that information  
17 without response, and convey  
18 the idea that it is futile to  
19 speak the truth or oppose  
20 their tyranny. These  
21 "agreements" obstruct  
22 justice."

23

24 **ISSUE IX**

25 **Armstrong's Claim: All of Armstrong's experiences concerning**  
26 **which Scientology seeks to silence him are religious in nature and**  
27 **the silencing of the expression of such experiences by court order**  
28 **is completely barred by the First Amendment to the United States**  
**Constitution.**

1           Armstrong incorporates herein his Disputed Facts, Additional  
2 Facts and Evidentiary Support Nos. 1-117, supra.

3  
4 118. Scientology claims to be  
5 a religion.

118. Plaintiff's Evidence:  
Request for Judicial Notice,  
Exhibit A, face; all papers  
filed by Scientology herein.

6  
7  
8  
9 119. Scientology claims in its  
10 By-Laws to be "an association  
11 of persons having incorporated  
12 exclusively for religious  
13 purposes under the laws of the  
14 State of California as the  
15 same relate to Nonprofit  
16 Religious Corporations."

119. Exhibit 1(CC), Revised  
By-Laws of Church of  
Scientology International. p.  
1, preamble.

17  
18 120. In its By-Laws  
19 Scientology defines "Religion  
20 of Scientology" and  
21 "Scientology" as "the  
22 religious doctrines, beliefs,  
23 tenets, practices, applied  
24 religious philosophy and  
25 technology for its application  
26 as developed by L. Ron Hubbard  
27 and as the same may hereafter  
28 be developed by L. Ron  
Hubbard."

120. Ex. 1(CC), p. 3, ¶ c.

1 121. In its By-Laws  
2 Scientology defines  
3 "Scriptures" as "the writings  
4 and recorded spoken words of  
5 L. Ron Hubbard with respect to  
6 Scientology and organizations  
7 formed for the purposes  
8 thereof."

121. Ex. 1(CC), p. 3, ¶ d.

9  
10 122. Scientology's By-Laws  
11 state that the purposes of "a  
12 Church of Scientology:" "The  
13 corporation shall espouse,  
14 present, propagate, practice,  
15 ensure and maintain the purity  
16 and integrity of, the religion  
17 of Scientology, as the same  
18 has been developed and may  
19 further be developed by L. Ron  
20 Hubbard."

122. Ex. 1(CC), p. 4, Article  
III.

21  
22 123. Scientology's By-Laws  
23 state that the purposes of its  
24 "religious orders" shall be  
25 the carrying out of the  
26 religious and administrative  
27 activities of [Scientology],"  
28 the "supervision of  
ecclesiastical affairs of

123. Ex. 1(CC), p. 28, § 3.

1 other churches of  
2 Scientology."

3

4 124. Armstrong was a member of 124. Ex. 1, 27:23-27.  
5 Scientology's "religious  
6 order," the Sea Organization,  
7 members of which sign a  
8 billion year contract, from  
9 1971 through 1981, the period  
10 of almost all of his  
11 significant experiences about  
12 which Scientology seeks to  
13 silence him.

14

15 125. Armstrong believes that 125. Ex. 1, 27:10-13.  
16 his experiences in Scientology  
17 are religious, indeed sacred,  
18 because they were created and  
19 motivated by God for His  
20 Glory.

21

22 126. Armstrong believes that 126. Ex. 1, 2:28-3:23.  
23 through God's Grace and Wisdom  
24 he came to see that the faith  
25 he put in Hubbard, and in his  
26 philosophy, mental "science"  
27 and organizational policies,  
28 throughout his Scientology  
years was misplaced. He came

1 to see that despite that  
2 misplaced faith, God never  
3 deserted him, that God was  
4 with him, keeping him safe  
5 every moment. Armstrong  
6 believes that throughout his  
7 Scientology years, through  
8 abuse, danger, and betrayal,  
9 He kept his heart from being  
10 hardened beyond salvation.  
11 Armstrong believes that God  
12 kept him from being completely  
13 taken over by Scientology  
14 through all the years of  
15 indoctrination, mind control,  
16 "ethics," threat and  
17 punishment, and through the  
18 more than a thousand hours of  
19 "auditing." Armstrong  
20 believes that when Hubbard  
21 assigned him twice to the  
22 Rehabilitation Project Force  
23 (RPF), Scientology's prison,  
24 for a total of twenty-five  
25 months, when Hubbard had his  
26 messengers order Armstrong's  
27 wife to leave him, when he was  
28 ordered security checked for  
questioning Hubbard's



1 truthfulness, God brought him  
2 through safely, made him  
3 stronger and wiser, and kept  
4 his heart from hardening.  
5 Armstrong believes that he was  
6 so deeply involved with  
7 Scientology, so devoted to an  
8 ungodly man and his ungodly  
9 teaching, only God's Own  
10 leading him, through His  
11 mysterious way, could have  
12 saved him. Armstrong believes  
13 that God led him into the  
14 Hubbard archive and biography  
15 project, brought him to study  
16 the Hubbard's secret papers  
17 and document his duplicity,  
18 and freed Armstrong's faith  
19 from Scientology, on which it  
20 had been misplaced.

21

22 127. Armstrong believes that  
23 in his post-Scientology  
24 period, when first in the  
25 outside world, confused and  
26 afraid, God took him in His  
27 Hands for particular care and  
28 teaching. Armstrong believes  
that when Scientology's

127. Ex. 1, 4:5-5:1.

1 leaders sent hired private  
2 investigators to spy on him  
3 and his wife, and to terrorize  
4 them, God kept him,  
5 emotionally intact. Armstrong  
6 believes that at the first  
7 hearing in his case in 1982,  
8 God somehow put into his hands  
9 a tiny tract of Bible quotes  
10 which he held and put his  
11 heart on as fear gripped at  
12 him. Throughout the 1984  
13 trial, where Armstrong was on  
14 the stand for about ten days,  
15 he depended on the Twenty-  
16 third Psalm to calm his mind  
17 and heart.

18  
19 128. Armstrong believes that  
20 for His Purposes God allowed  
21 him to be terrorized by  
22 Scientology agents, his car  
23 broken into, his drawings and  
24 writings stolen, other  
25 writings and ideas of his  
26 perverted and held up to  
27 ridicule. Armstrong believes  
28 that God allowed Scientology's  
leaders to become intoxicated

128. Ex. 1, 5:14-6:1.

1 by their own lies so that they  
2 would try time after time to  
3 have Armstrong jailed on their  
4 false and manufactured  
5 criminal charges. Armstrong  
6 believes that God allowed the  
7 self-deception of  
8 Scientology's leaders, so that  
9 they concocted a perverse  
10 intelligence scheme to entrap  
11 Armstrong in a crime and have  
12 him prosecuted. Armstrong  
13 believes that God allowed  
14 Scientology's leaders to put  
15 their faith in a base private  
16 investigator, Eugene Ingram,  
17 whom they would use to  
18 illegally videotape Armstrong,  
19 and who threatened to put a  
20 bullet between Armstrong's  
21 eyes. Armstrong believes that  
22 God allowed the heart of an  
23 Los Angeles Police Department  
24 Officer, Philip Rodriguez, to  
25 be tempted by greed, and paid  
26 for a false authorization to  
27 Scientology to illegally  
28 videotape Armstrong.

Armstrong believes that God

1 allowed Armstrong's friend Dan  
2 Sherman to use their  
3 friendship to betray  
4 Armstrong, to lead him with  
5 kind words into danger, to set  
6 him up, to trick from him his  
7 thoughts and writings, and to  
8 break his heart.

9  
10 129. Armstrong believes that  
11 God allowed Scientology's  
12 leaders to attack Michael  
13 Flynn, Armstrong's attorney,  
14 good friend, benefactor and  
15 champion in the legal battle.  
16 Armstrong believes that God  
17 allowed Scientology to sue  
18 Flynn some fifteen times, to  
19 threaten him, his family and  
20 career, to frame him with  
21 forgery, to pay known  
22 criminals to bear false  
23 witness against him, and to  
24 attempt his assassination.  
25 Armstrong believes that God  
26 allowed Scientology's leaders  
27 to think they could destroy  
28 Flynn with their "black  
propaganda," "dead agent"

129. Ex. 1, 6:20-7:3.

1 packs, "noisy investigations,"  
2 and the compromise and turning  
3 of other clients. Scientology  
4 worked for seven years to  
5 achieve this destruction.  
6 Armstrong believes that God  
7 brought him to Flynn, and  
8 Flynn to Armstrong, and  
9 brought them to fight  
10 alongside each other in a  
11 legal and spiritual battle  
12 against the threat and evil of  
13 Hubbard and his organization  
14 from 1982 through 1986.

15

16 130. Armstrong believes that  
17 during the years of the  
18 Scientology battle he was  
19 brought by God ever closer to  
20 Him. Armstrong believes that  
21 when he was alone, at times in  
22 terrible fear, God kept him  
23 safe, and allowed his heart to  
24 break, over and over.

25 Armstrong believes that God  
26 spoke to him, and that at  
27 times, as early as 1983, he  
28 wrote God's Words under His  
guidance in what seemed to be

130. Ex. 1, 7:8:15.

1 dialogues. Armstrong believes  
2 that God gave him the idea for  
3 the true protection of His  
4 Children in this world, and  
5 moved Armstrong in 1986 to  
6 found a church based on this  
7 concept for His Glory.

8  
9 131. Armstrong believes that,  
10 at a time when Scientology  
11 faced tremendous exposure and  
12 liability in Armstrong's  
13 cross-complaint for years of  
14 outrageous fair game attacks,  
15 and had just suffered a  
16 \$30,000,000 verdict in the  
17 case of Lawrence Wollersheim  
18 v. Scientology, Los Angeles  
19 Superior Court No. C 332027,  
20 God, for His Glory, allowed  
21 Flynn to lose heart. Flynn  
22 "negotiated" a deal with  
23 Scientology which involved  
24 getting his clients to agree  
25 to the organization's demanded  
26 contractual condition of  
27 silence about their  
28 "experiences," while not  
demanding the same protection

131. Ex. 1, 7:24-8:13.

1 for his clients. Many of  
2 these clients had been the  
3 target of Scientology's "black  
4 propaganda" campaigns. He  
5 also agreed to get his clients  
6 to agree to a "liquidated  
7 damages" penalty of \$50,000  
8 per comment about their  
9 experiences. Flynn did this  
10 while believing, and having  
11 ample experience to justify  
12 believing, that the settlement  
13 agreements were evil, as was  
14 the entity which was insisting  
15 on the "agreements" being  
16 signed as a condition of  
17 settlement. Flynn knew  
18 Scientology's word was not to  
19 be trusted, yet he conveyed  
20 and gave support to  
21 Scientology's "promise" that  
22 it was going to discontinue  
23 fair game.

24  
25 132. Armstrong believes that  
26 God allowed Scientology to  
27 harass, threaten and  
28 compromise Flynn, and allowed  
Flynn to be persecuted and

132. Ex. 1, 8:14-28.

1 compromised, for His Purpose  
2 to His Own Glory. Armstrong  
3 believes that God allowed  
4 Flynn to state to Armstrong,  
5 when Armstrong protested the  
6 impossibility of the  
7 settlement agreement and the  
8 insanity of the liquidated  
9 damages clause, "Gerry, it's  
10 not worth the paper it's  
11 printed on. It's  
12 unenforceable. You can't  
13 contract away your  
14 Constitutional rights."  
15 Armstrong believes that God  
16 allowed Flynn to point out to  
17 Armstrong his release of  
18 Scientology and Armstrong's  
19 dismissal of his lawsuit, and  
20 allowed Flynn to say, "That's  
21 what they're paying you for."

22  
23 133. Armstrong believes that  
24 God made him aware of His  
25 Spirit during the "settlement"  
26 when he was rejected from Mike  
27 Flynn's heart. Armstrong  
28 believes that God showed him a  
glimpse of the future at that

133. Ex. 1, 9:16-25.



1 moment; that he might be left  
2 alone, that he might be  
3 persecuted, but that he should  
4 not fear; and that he should  
5 at that time give everyone  
6 involved what they wanted,  
7 what they thought they needed  
8 to be free. Because of  
9 Flynn's promise of the  
10 agreement's unenforceability,  
11 Armstrong's desire to end the  
12 threat if possible for  
13 everyone, Scientology's  
14 promise to end fair game, and  
15 what he believed was God's  
16 Assurance, Armstrong did sign.

17  
18 134. Armstrong believes that  
19 after the "settlement," God  
20 gave him a time of some quiet  
21 and joy to write, draw, get  
22 strong after years of  
23 deteriorating health, to hang  
24 out with friends, and to be  
25 drawn ever closer to Him.  
26 Armstrong believes that in  
27 1987 God chose him and came to  
28 him in the undeniable Physical  
Substance of His Love, and

134. Ex. 1, 9:26-10:11; Ex.  
1(H), p. 38, ¶ 28, pp. 39-41,  
¶ 30; Exhibit 1(H)(X),  
Advertisements by Gerald  
Armstrong in "Common Ground,"  
in 1989; Exhibit 1(H)(R)(CC),  
Letter from Gerald Armstrong  
to Jonathan Marshall dated  
July 28, 1987; letter from  
Gerald Armstrong to "Dear  
Captors" dated July 28, 1987;  
Exhibit 1(H)(R)(DD), Writing

1 gave Armstrong a greater view  
2 of his future role in God's  
3 Plan. Armstrong believes that  
4 in 1988 God brought him to  
5 offer his life in exchange for  
6 the captives then held in  
7 Lebanon. Armstrong believes  
8 that God schooled him in the  
9 understanding of His Nature  
10 and set Armstrong on the path  
11 to become by 1989 one of His  
12 Teachers. Armstrong believes  
13 that in 1989 God also gave  
14 him an understanding of the  
15 valuelessness of money, and a  
16 glimpse of God's solution for  
17 the grinding cruelty of the  
18 world's economic system.  
19 Armstrong believes that God  
20 brought to him a glory of  
21 four-leaf clovers. Armstrong  
22 believes that God showed  
23 Armstrong that through his  
24 life God could bring to the  
25 world the mathematical proof  
26 of His guidance. Armstrong  
27 believes that God moved him to  
28 run like the wind, and to pick  
up the world's trash, all for

by Gerald Armstrong dated  
December 31, 1987;  
1(H)(R)(EE), "Margaret,"  
drawing by Gerald Armstrong;  
1(H)(R)(FF), "Mitzi," drawing  
by Gerald Armstrong; Exhibit  
1(H)(S), Letter from Gerald  
Armstrong to Jonathan Marshall  
dated October 14, 1989 with  
article "A Crash Course in  
Speculation."

1 His Glory.

2

3 135. Armstrong believes that

135. Ex. 1, 10:12-11:20.

4 during the post-settlement

5 years, God also allowed the

6 hearts of Scientology's

7 leaders to grow ever harder

8 and to manifest in attack

9 after attack on Armstrong's

10 character and credibility. It

11 became clear, and saddened

12 Armstrong greatly, that these

13 leaders had not stopped "fair

14 game," but were using the

15 cessation of the litigation by

16 Flynn and his clients as an

17 opportunity to continue their

18 antisocial practices

19 unchecked. Armstrong believes

20 that God allowed his heart to

21 be broken by each attack and

22 the daily knowledge that

23 Scientology had not ceased

24 fair game, yet God kept

25 Armstrong from responding with

26 anything other than sadness

27 for almost three years. Then,

28 in the fall of 1989, Armstrong

was served with a deposition

1 subpoena by the attorney for  
2 Bent Corydon in the case of  
3 Corydon v. Scientology, Los  
4 Angeles Superior Court No.  
5 C694401. Following this  
6 Armstrong received a series of  
7 calls from Scientology  
8 attorney Lawrence Heller who  
9 threatened that, even pursuant  
10 to this subpoena, if Armstrong  
11 testified about his knowledge  
12 of Hubbard and Scientology he  
13 would be sued. Armstrong was  
14 deeply troubled by Heller's  
15 threats, the idea of  
16 succumbing to those threats,  
17 and the injustice and evil the  
18 settlement agreements had  
19 spawned. Armstrong believes  
20 that God brought him at that  
21 time to a determination to do  
22 what he could to bring to  
23 light and correct that  
24 injustice and evil. When  
25 Armstrong began to research  
26 his rights, responsibilities  
27 and how to proceed, he learned  
28 that through the intervening  
five years Scientology had

1 been able to maintain an  
2 appeal, Scientology v.  
3 Armstrong, No. B025920, from  
4 the 1984 Breckenridge  
5 decision, and Armstrong's  
6 first actions concerned that  
7 appeal.

8  
9 136. Around March 12 and  
10 continuing for about two weeks  
11 Armstrong experienced what he  
12 believes was both his  
13 spiritual death and his  
14 rebirth, brought on him by  
15 God. Armstrong believes that  
16 God showed him the nature of  
17 the evil that he had been  
18 chosen by God to oppose, and  
19 God showed him the spiritual  
20 battle with that evil.  
21 Armstrong believes that God  
22 showed him that persecution  
23 must be endured for His Cause,  
24 and God assured Armstrong that  
25 He would never leave him. God  
26 showed Armstrong the souls he  
27 fought for, and why God chose  
28 him to fight through all those  
years. Armstrong believes

136. Ex. 1, 24:25-25:14.

1 that God brought him to  
2 surrender his battle to Him  
3 that His Will be done, for  
4 unless God does it Armstrong  
5 hasn't got a prayer.

6 Armstrong believes that he  
7 will run whatever race God  
8 calls him to run as fast and  
9 as far as God moves him.

10 Armstrong believes that  
11 sometimes God will appear to  
12 lose the race on earth to win  
13 it in Heaven.

14  
15 ISSUE X

16 Armstrong's Claim: All of Armstrong's activities which  
17 Scientology claims are violations of the subject agreement are  
18 religiously motivated and completely protected by the First  
19 Amendment, and the Religious Freedom Restoration Act of 1993.

20 Armstrong incorporates herein his Disputed Facts, Additional  
21 Facts and Evidentiary Support Nos. 1-136, supra.

22  
23 137. Armstrong is a Christian.

137. Ex. 1, 1:22; 1:23-30:31;  
Ex. 1(H), pp. 30-32, ¶ 25, p.  
42, ¶ 33, pp. 52, ¶ 43; Ex.  
1(J), 1:18-28, 3:14-27; Ex.  
1(J)(C), Declaration of  
Michael Rinder executed  
October 27, 1994, and filed in

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Scientology v. Steven Fishman  
& Uwe Geertz, US District  
Court for the Central District  
of California No. 91-6426-HLH  
(Tx), at 11:9-11;  
Scientology's Evidence, Ex.  
1Q, letter of Gerald Armstrong  
to David Miscavige dated  
December 22, 1992, at p. 9;  
Scientology's Evidence, Ex.  
10, letter of Gerald Armstrong  
to Eric Lieberman dated June  
21, 1991; Scientology's  
Evidence, Ex. 1N, Declaration  
of Gerald Armstrong executed  
July, 1991, at pp. 7-9, ¶¶  
6,7.

138. Armstrong believes that  
his life, in every moment and  
breath, is God's and in God's  
Hands. Armstrong believes  
that he has been saved from  
eternal separation and hell to  
become a son of God by God's  
Grace alone, and drawn by God  
to trust and follow His Son  
Jesus Christ as his Lord and  
Savior. Armstrong believes he

138. Ex. 1, 1:24-2:4.

1 has been filled with God's  
2 Holy Spirit, and given by Him  
3 all peace, wisdom and love.  
4 Armstrong believes that he has  
5 been saved for God's Purposes  
6 to His Glory. Armstrong  
7 believes that God's Purpose  
8 for him and all the world is  
9 salvation. Armstrong believes  
10 that the only difference of  
11 any meaning at any time  
12 between him and anyone else on  
13 earth is this belief in God's  
14 Plan for salvation.

15  
16 139. Armstrong believes that  
17 as a Christian and as a son of  
18 God he has been led and will  
19 be led into all of his life's  
20 situations and to all of the  
21 people he has encountered and  
22 will encounter for God's  
23 Purposes alone. Armstrong  
24 believes that from God come  
25 all things, including the  
26 trust in Him, the willingness  
27 to believe on Him, free will,  
28 peace, wisdom and love.

139. Ex. 1, 2:5-10.



1 140. Scientology professes in  
2 its public promotions and  
3 publications to be compatible  
4 with Christianity.

140. Ex. 1, 2:22-28, 25:15-23;  
Ex. 2, 12:23-13:15, 15:5-8;  
Ex. 5, 2:4-8; Ex. 6, 3:17-20.

5  
6 141. Scientology states in its  
7 "catechism," published in 1992  
8 in its promotional book What  
9 is Scientology?,

141. Ex. 1, 25:16-23.

10           "Scientologists  
11           hold the Bible as a  
12           holy work and have  
13           no argument with the  
14           Christian belief  
15           that Jesus Christ  
16           was the Savior of  
17           Mankind and the Son  
18           of God...¶There are  
19           probably many types  
20           of redemption. That  
21           of Christ was to  
22           heaven."

23  
24 142. In fact, however,  
25 Scientology is anti-Christian.

142. Ex. 1, 25:15-26:24; Ex.  
1(J), 2:1-23; Ex. 2, 13:16-  
16:21; Ex. 3, 1:19-2:16; Ex.  
4, 1:19-2:10; Ex. 4(A); Ex. 6,  
3:20-4:2.

26  
27  
28

1 143. Once initiated into  
2 Scientology, people are  
3 secretly taught, and must  
4 believe, that Christ, God and  
5 Heaven are false ideas  
6 "implanted" in humans by  
7 electronic means to enslave  
8 them.

143. Ex. 1, 25:24-26:24; Ex.  
2, 13:16-16:21; Ex. 2(B),  
"Routine 3 Heaven" Scientology  
Bulletin by L. Ron Hubbard  
dated May 11, 1963; Ex. 2(C),  
"Resistive Cases Former  
Therapy" Scientology Bulletin  
by L. Ron Hubbard dated  
September 23, 1968; Ex. 3,  
1:19-2:15; Ex. 3(A); Ex. 3(B);  
Ex. 4(A); Ex. 1(J)(A),  
"Operating Thetan Section  
III," by L. Ron Hubbard  
(Handwritten and Typed  
Versions) at Bates stamped  
pages 700684, 700707.

18 144. Scientology secretly  
19 teaches its initiated  
20 adherents that its "auditing"  
21 procedures are the only way to  
22 free mankind from "Christian"  
23 slavery and the "Creator of  
24 Heaven."

144. Ex. 1, 25:24-26:24; Ex.  
2, 13:16-16:21; Ex. 2(B); Ex.  
2(C); Ex. 3, 1:19-2:15; Ex.  
3(A); Ex. 3(B); Ex. 4(A).

26 145. The main target of  
27 Scientology's promotion and  
28 marketing are Christians. The  
largest percentage of

145. Ex. 1, 26:2-8.

1 Scientology's members come  
2 from Christian backgrounds.  
3 The second largest percentage  
4 comes from Judaism.

5  
6 146. Scientology enforces the  
7 acceptance of its teachings  
8 that Christ, God and Heaven  
9 are false "implanted" ideas  
10 with Scientology's system of  
11 "ethics" punishments, its  
12 "auditing procedures," and its  
13 institutionalized mockery of  
14 God and Christ. Anyone in  
15 Scientology who professed a  
16 belief in Christ, or God, or  
17 who sought help through  
18 prayer, was viewed and handled  
19 as a "psychotic."

146. Ex. 1, 26:8-24; Ex. 2,  
15:4-11; Ex. 3, 2:5-16.

20  
21 147. Jesus states at Mark  
22 3:28,29:

147. Ex. 1, 26:25-27:5.

23           "28 Verily I  
24           say unto you. All  
25           sins shall be  
26           forgiven unto the  
27           sons of men, and  
28           blasphemies  
              wherewith soever

1           they shall  
2           blaspheme:  
3                 29     But he  
4           that shall blaspheme  
5           against the Holy  
6           Ghost hath never  
7           forgiveness, but is  
8           in danger of eternal  
9           damnation."

10

11   148. Armstrong believes that  
12   when Hubbard asserts that  
13   Christ and God are "implants,"  
14   he blasphemes the Holy Spirit,  
15   the one unforgivable sin.

148. Ex. 1, 27:6-8.

16

17   149. Armstrong believes that  
18   people drawn into Scientology  
19   and brought to adopt this  
20   blasphemy are in grave  
21   spiritual danger.

149. Ex. 1, 27:8-9.

22

23   150. Armstrong believes that  
24   Scientology is the clever  
25   human invention of a clever  
26   human who took his human  
27   cleverness as far as it would  
28   go for his own glorification.

150. Ex. 1, 3:24-4:7.

Armstrong believes that God

1 used Armstrong to accomplish  
2 part of God's Plan for  
3 Scientology, Scientologists  
4 and salvation. Armstrong  
5 believes that it took someone  
6 with a God-given history,  
7 character and skills such as  
8 He gave Armstrong to bring out  
9 of Scientology, to the light,  
10 and to the minds and hearts of  
11 all those whom God sent to  
12 listen, a testimony of the  
13 character of Scientology's  
14 product and "source."  
15 Armstrong believes that God  
16 continues to use him to  
17 reflect the unworthiness and  
18 bankruptcy of Hubbard's  
19 attempt to create his own  
20 salvation plan, against the  
21 infallibility and peaceful  
22 grandeur of God's Plan.

23

24 151. Margery Wakefield, who  
25 also signed a "Flynn  
26 agreement," believes that she  
27 is saved by the Grace of God  
28 through her faith in His Son  
Jesus Christ. She believes

151. Ex. 4, 1:19-2:24.

1 that she was called to speak  
2 out concerning the illegal  
3 practices of Scientology, its  
4 mind control techniques, and  
5 its anti-Christian nature and  
6 teachings. Ms. Wakefield  
7 recently wrote an essay  
8 entitled "What Christians Need  
9 To Know About Scientology."  
10 She has been motivated in  
11 speaking her thoughts based on  
12 her knowledge and experiences  
13 by the desire to reach the  
14 minds of people who are in  
15 Scientology and held by its  
16 anti-Christian mind control  
17 and pseudo-scientific dogma,  
18 and the minds of people who  
19 might be drawn into  
20 Scientology by its  
21 misrepresentations concerning  
22 its intentions, practices and  
23 religion. She believes that  
24 it is every Christian's  
25 motivation and desire to reach  
26 the unsaved with the message  
27 of the true gospel and a  
28 warning about false teachers  
like L. Ron Hubbard and false

1 gospels like Scientology. She  
2 has felt that the right to  
3 speak and teach in this way is  
4 something that no court in  
5 this country should nor can  
6 take away. Ms. Wakefield  
7 believes that under the US  
8 Constitution she is free to  
9 speak and cannot contract away  
10 her right to speak about those  
11 Scientology's "religious"  
12 scriptures, practices and  
13 experiences. She believes  
14 that what she experienced in  
15 Scientology was her own  
16 religious experiences, and  
17 what she experienced regarding  
18 Scientology after leaving are  
19 her own religious experiences,  
20 about which she cannot be  
21 silenced.

22

23 152. Keith Scott has a  
24 Christian ministry called the  
25 Cults Awareness Ministry. A  
26 vital aspect of his ministry  
27 is to offer advice born of  
28 experience to people who are  
going in or thinking about

152. Ex. 5, 1:12-2:16.

1 coming out of Scientology. He  
2 does this work from a  
3 Christian perspective, using  
4 the strength and truths he has  
5 gained through his faith in  
6 Jesus Christ as his Lord and  
7 Savior. Mr. Scott exposes the  
8 untruths of Scientology and  
9 explains the dangers to the  
10 spiritual well-being and  
11 future of people who follow  
12 those untruths rather than the  
13 truths of the Word of God. Mr.  
14 Scott believes that he was  
15 saved from the manipulation  
16 and mind control of  
17 Scientology by the Grace of  
18 God recognized through his  
19 faith in His Son, Jesus  
20 Christ.

21  
22 153. Other knowledgeable  
23 people use the information  
24 about Hubbard, his philosophy  
25 and practices which Armstrong  
26 brought to the light, to  
27 educate and free the  
28 misinformed.

153. Ex. 2, 8:27-9:20; pp.  
8,9, ¶¶ 14,15; Ex. 3, 3:20-  
4:8; Ex. 5, 1:4-2:4; Ex. 6,  
4:3-6; Ex. 7, pp. 1,3, ¶¶  
6,13; Ex. 9, 4:4-5:13.



1 154. Armstrong believes that  
2 as Christ taught, and as a  
3 child of God, Armstrong's  
4 practice is forgiveness.  
5 Armstrong believes that as all  
6 that he has done has by Christ  
7 been forgiven, Armstrong has  
8 forgiven everything anyone has  
9 ever done to me, every act or  
10 thought of persecution.  
11 Armstrong believes that what  
12 he cannot forgive, however,  
13 for he has not the power to  
14 forgive it, is Hubbard's,  
15 Scientology's leaders'  
16 Scientologist's and anyone  
17 else's blasphemy of God's Holy  
18 Spirit.

154. Ex. 1, 29:13-19.

19  
20 155. Armstrong believes that  
21 Scientologists will not  
22 recognize their need for  
23 forgiveness as long as they  
24 blaspheme the Holy Spirit, and  
25 they will persecute Armstrong  
26 as long as they commit and  
27 promote this blasphemy.  
28 Armstrong asks them to stop.  
Armstrong believes that when

155. Ex. 1, 29:20-30:23.

1 Scientology persecutes the  
2 "little ones," those who are  
3 the least among us, those whom  
4 Scientology's leaders call  
5 "suppressive persons," "PTSeS"  
6 or "degraded beings"  
7 Scientology persecutes Christ  
8 Himself. Armstrong asks them  
9 to stop this practice as well.  
10 Armstrong believes that God  
11 for His Purposes chose  
12 Armstrong to be persecuted;  
13 and to care and hurt when the  
14 little ones are persecuted.  
15 Armstrong cares what  
16 Scientology does to him  
17 because he believes  
18 Scientology is doing it and  
19 will do it to anyone else.  
20 Armstrong believes that is to  
21 all of these who are  
22 persecuted, and to all those  
23 in Scientology, that God has  
24 sent him. Armstrong believes  
25 that we are in the end times,  
26 and that God has sent His  
27 messengers, teachers and  
28 prophets onto His Elect,  
wherever they are, in whatever

1 country, city, prison, church  
2 or cult, to gather them onto  
3 Himself. Armstrong believes  
4 that God chose him to be  
5 persecuted by Scientology's  
6 leaders, using their  
7 organization's tax-exempt  
8 millions, and in violation of  
9 the nation's Constitution, as  
10 Apostles of old were  
11 persecuted, and all God's  
12 Disciples have been persecuted  
13 throughout history. Armstrong  
14 believes that this need not  
15 be, for persecution can end in  
16 no time and without downside.  
17 Armstrong believes,  
18 nevertheless, God allows and  
19 uses the persecution of His  
20 Children, His Messengers,  
21 Teachers and Prophets to prove  
22 His great Mercy and Love and  
23 the power of His marvelous  
24 plan of salvation, both for  
25 the persecutors and those  
26 persecuted. Armstrong  
27 believes that God knows which  
28 souls He will reach through  
Armstrong's words, story and

1 persecution. Armstrong  
2 believes that they may be few;  
3 nevertheless, God desires that  
4 all should be saved.

5  
6 ARMSTRONG'S ISSUE NO. XI

7 Armstrong's Claim: Before Armstrong made the video at the CAN  
8 Convention in which he discussed his experiences, before Armstrong  
9 communicated to Newsweek, before Armstrong was interviewed on  
10 E!TV, and before he communicated with attorney Graham Berry and  
11 anyone else about the Fishman case, Scientology had subjected him  
12 to post-"settlement "fair game," attacked him, put him in danger,  
13 and published its own version of his experiences to which he was  
14 not barred in any way from responding.

15 Armstrong incorporates herein his Disputed Facts, Additional  
16 Facts and Evidentiary Support Nos. 1-155, supra.

17  
18 156. Every act by Armstrong  
19 which Scientology considers a  
20 breach of its "settlement  
21 contract" was precipitated by  
22 Scientology's refusal  
23 following the "settlement" to  
24 discontinue its acts of "fair  
25 game." These acts are  
26 shocking and have caused  
27 Armstrong extreme emotional  
28 hurt. They involve  
Scientology's publication and

156. Defendant's Evidence  
Ex. 10, 9:17-10:16. Armstrong  
specifically repeats and  
includes herein his facts and  
evidence in Nos. 85 and 87  
supra.

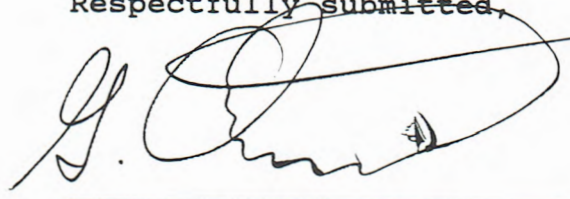
1 international dissemination of  
2 perverse and false statements  
3 concerning his history in  
4 Scientology and in his  
5 litigation battle with  
6 Scientology. Armstrong  
7 believes that there can be no  
8 doubt that Scientology  
9 considers him "fair game,"  
10 considered him "fair game"  
11 after the "settlement," and  
12 that he is in grave personal  
13 danger. Scientology's  
14 publication of perverse and  
15 false statements about his  
16 history and the personal  
17 danger it continues to put him  
18 in requires his response to  
19 defend himself in every legal  
20 way possible. Scientology's  
21 head private investigator,  
22 Eugene M. Ingram, a former  
23 vice sergeant of the Los  
24 Angeles Police Department,  
25 reputed to have been busted  
26 from the force for pandering  
27 and taking payoffs from drug  
28 dealers, has threatened to  
murder Armstrong, illegally

1 videotaped him, pressed false  
2 criminal charges against him,  
3 and spread the false rumor  
4 Armstrong has AIDS. To defend  
5 himself and others Armstrong  
6 believes he must be able to  
7 speak freely, write freely and  
8 meet freely with people who  
9 are likewise Scientology's  
10 "fair game" targets.  
11 Scientology attacks Armstrong  
12 church and religion  
13 (Christianity), and lies  
14 publicly about its  
15 relationship to his church and  
16 religion, and for those  
17 reasons, even if Scientology  
18 had not attacked him  
19 personally and had not  
20 threatened his life, Armstrong  
21 believes he must speak out  
22 against its antireligious  
23 nature. Armstrong believes  
24 that no court under this  
25 country's Constitution, can  
26 legally order him to not  
27 oppose and expose  
28 Scientology's anti-Christian  
writings and nature.

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Dated: September 17, 1995

Respectfully submitted,



Gerald Armstrong